TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, 1950

No. 384

STANDARD OIL COMPANY, APPELLANT,

vs.

THE STATE OF NEW JERSEY, BY THEODORE D. PARSONS, ATTORNEY GENERAL OF THE STATE OF NEW JERSEY

APPEAL FROM THE SUPREME COURT OF THE STATE OF NEW JERSEY

FILED OCTOBER 25, 1950.

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APPENDIX.

Petition.

(Filed July 27, 1948.)

The Petitioner, the State of New Jersey, brings these proceedings under the provisions of an Act providing for the escheat of certain unclaimed personal property L. 1946, see 155, P. 713 and the amendments and supplements thereto as contained in N. J. S. A. 2:53-15 to 2:53-32, inclusive, and says:

(1) The Attorney General of New Jersey has been informed that the defendant, Standard Oil Company, has in its possession, certain personal property which has escheated under the provisions of the above stated Act, to the State of New Jersey.

(2) That he has, by reason of such information appointed one, Irving Kutcher, as escheator and Emerson Richards Esq., as his Attorney to prosecute this action.

WHEREFORE, your Petitioner respectfully shows:

I. Standard Oil Company, the defendant herein is a body corporate organized under the Laws of the State of New Jersey, and having its principal place of business in the State of New Jersey, with its registered office at 117 May Street, Flemington, New Jersey.

II. That defendant has in its custody or possession certain personal property which has escheated to the State of New Jersey. Such personal property consists in the main of unclaimed cash dividends on its own stocks, stock dividends, stocks and bonds and interest on such bonds, debentures and other escheatable personal property.

Petition.

III. That as to some of the aforesaid personal property, the owner thereof died intestate without heirs or known kindred capable of inheriting the same and without leaving a surviving spouse, whereby under the provisions of an Act providing for the escheat of certain unclaimed personal property L. 1946, see 155 P. 713, and the amendments and supplements thereto as contained in N. J. S. A. 2:53-15 to 2:53-32 inclusive and which said personal property did escheat to the State of New Jersey.

IV. That as to some of the aforesaid personal property the owner of, or beneficial owner of, or person entitled to the same has been and remains unknown for the period of fourteen successive years whereby under the provisions of an Act, providing for the escheat of certain unclaimed personal property L. 1946, see 155 P. 713, and the amendments and supplements thereto, as contained in N. J. S. A. 2:53-15 to 2:53-32 inclusive and which said personal property did escheat to the State of New Jersey.

V. That as to some of the aforesaid personal property, such personal property has been and remains unclaimed for the period of fourteen successive years whereby under the provisions of an Act providing for the escheat of certain unclaimed personal property L. 1946, see 155 P. 713, and the amendments and supplements thereto, as contained in N. J. S. A. 2:53-15 to 2:53-32 inclusive, and which said personal property did escheat to the State of New Jersey.

VI. That as to some of the aforesaid personal property, the whereabouts of such owner, bene-

ficial owner, or person entitled to such personal property has been and remains unknown for the period of fourteen successive years whereby under the provisions of an Act providing for the escheat of certain unclaimed personal property L. 1946, see 155 P. 713, and the amendments and supplements thereto as contained in N. J. S. A. 2:53-15 to 2:53-32 inclusive, and which said personal property did escheat to the State of New Jersey.

(3) Part of the escheatable personal property now in custody or possession of the defendant consists of unpaid and unclaimed dividends between the years 1882 and January 1st, 1932 and which has remained in the custody or possession of the defendant because the owner, beneficial owner, or person entitled to the said personal property, has been and remains unknown for a period of fourteen successive years prior to the commencement of this suit, or that the whereabouts of such owner, beneficial owner or person has remained unknown as aforesaid, or that the owner died intestate without heirs or known kindred capable of inheriting the same and without leaving any surviving spouse, or that such personal property has been and remains unclaimed for the period of fourteen successive years.

(4) The approximate amount of such personal property in the form of dividends, stock dividends, other stock dividends, unclaimed cash dividends, unclaimed stock dividends, and stock or bonds escheatable as aforesaid and now in the custody or possession of the defendant is as follows: Dividends from 1882 to either the date of the filing of this petition in the case of persons having died intestate, or between the years 1882 and January

1st, 1932 in the case of persons who have remained unknown or whose whereabouts are unknown, or where such personal property remains unclaimed for fourteen successive years, is in the sum of $240,000 and upward; stock dividends in the sum of $60,000.00 and upward; stocks and bonds, in the sum of $80,000.00.

(5) The defendant who is in possession and custody of the aforesaid personal property has within its custody and control certain information such as the names and last known addresses of some of the persons whose personal property now is in the custody of the defendant and is escheatable to the State of New Jersey.

(6) The defendant also has other escheatable personal property the exact nature of which is not known to your Petitioner but which is escheatable to the State of New Jersey.

WHEREFORE, your Petitioner prays that this honorable court will take jurisdiction, the premises considered, and

(A) Shall by its order within a time therein specified, direct the defendant to fully disclose the total amount of personal property now held by it and in its custody and which is escheatable to the State of New Jersey, together with all information that it may have respecting such persons whose personal property has escheated as aforesaid, to the State of New Jersey, under provisions of an Act providing for the escheat of certain unclaimed personal property L. 1946, see 155, P. 713 and the amendments and supplements thereto as contained in N. J. S. A. 2:53-15 to 2:53-

32 inclusive and which said personal property did escheat to the State of New Jersey.

(B) That by its further order, shall also set a time and place for a hearing as to whether or not any or all of the aforesaid personal property shall escheat to the State of New Jersey; and

(C) Shall at the proper time, provided by its order, that a notice containing a summary of the order designating the time and place of hearing as approved by the Court, shall be published in a manner directed by the Court, and shall also be published once a week for three successive weeks in a newspaper of general circulation, designated by the Court, circulated and published in the County in which the major part of such personal property shall be situated, and which notice shall direct that all persons who may claim to be entitled to such personal property or any part thereof, shall present his claim in writing at least five days prior to the date fixed for the aforesaid hearing and that if any such claims be filed with the Court, then to proceed as provided in an Act providing for the escheat of certain unclaimed personal property L. 1946, see 155 P. 713 and the amendments and supplements thereto as contained in N. J. S. A. 2:53-15 to 2:53-32 inclusive and which said personal property did escheat to the State of New Jersey.

(D) Whereupon, the Court having heard all of the parties interested and having determined the rights of the claimants thereto responding and having heard the evidence thereon, shall thereupon enter a decree escheating to the State of New Jersey, such of the personal property now

in the custody or possession of the defendant as the Court shall determine, has escheated to the State of New Jersey by reason of an Act providing for the escheat of certain unclaimed personal property L. 1946, see 155 P. 713, and the amendments and supplements thereto as contained in N. J. S. A. 2:53-15 to 2:53-32 inclusive and which said personal property did escheat to the State of New Jersey.

(E) Which decree shall likewise provide for the distribution of the escheated property, the payment of the escheated property to the Treasurer of the State of New Jersey, after having deducted therefrom the escheater's fees and the fees, expenses and costs of counsel, and

(F) The Petitioner prays for such further relief as may be just or requisite in the circumstances.

Your Petitioner will ever pray, etc.,

THE STATE OF NEW JERSEY, by Walter D. Van Riper, Attorney General.

EMERSON RICHARDS,
Attorney specially appointed by the Attorney General to prosecute the above Petition.

Order.

(Filed July 27, 1948.)

It is on this 27th day July 1948, upon consideration of the Petition presented and filed in the cause and upon motion of Emerson Richards, Esq., Special Deputy Attorney General, attorney for Petitioner,

Ordered, that the defendant be required to answer said Petition within 20 days after service thereof upon the defendant; and

It is Further Ordered, that the defendant retain in its custody or possession such escheatable personal property as it now has in its custody or possession until the further order of this Court, and

It is Further Ordered, that the defendant disclose to the Petitioner, in its answer, such information regarding the escheatable personal property in its custody or possession as is pertinent to the prosecution of this cause as will cause a speedy determination of the cause, and

It is Further Ordered, that a copy of the Petition and of this order to be marked a true copy by the solicitor for the Petitioner, be served upon the registered agent for the defendant, at the registered offices of the defendant in the state of New Jersey.

Respectfully advised,

Wilfred H. Jayne,
V. C.

A. Dayton Oliphant,
C.

Answer.

(Filed August 24, 1948.)

The defendant, answering the petition in the above cause, says:

I. It admits it is a body corporate organized under the laws of the State of New Jersey and has its registered office at 117 Main Street, Flemington, New Jersey. It alleges that it transacts no business in New Jersey unless the holding of the annual stockholders' meeting in this State could be so considered, which defendant denies. It also alleges that it owns no property in New Jersey. Except as above admitted, Paragraph I is denied.

II. It admits that its books of account show that certain intangible personal property, including certain unclaimed cash dividends on its own stock and certain unpresented coupons on its debentures, which were payable by it in the year 1932 or prior thereto, have not been claimed by the persons entitled thereto. It admits that the record owners of certain shares of its own stocks have not been heard from by it since 1932 and that, since 1932, it has no certain knowledge as to the present address of such record owners. It further admits that certain other alleged claims against it, as shown on the schedules hereto annexed, have not been paid since 1932 and that it has no certain knowledge as to the present address of such alleged claimants. The above mentioned items are listed on Schedule A hereto annexed.

Except as above admitted, it denies Paragraph II.

Answer.

III. It is without knowledge or information sufficient to form a belief with respect to whether any former owner of the unclaimed choses in action set forth in Schedule A died intestate without heirs or known kindred capable of inheriting the same and without leaving a surviving spouse. It denies the remainder of paragraph III.

IV. It admits that former owners of, or former beneficial owners of, or persons formerly entitled to some of the unclaimed choses in action set forth in Schedule A may have remained unknown for a period of fourteen successive years, but is without knowledge or information sufficient to form a belief with respect thereto. It denies the remainder of Paragraph IV.

V. It admits that some of the choses in action set forth in Schedule A have remained unclaimed for a period of fourteen successive years. Except as above admitted, Paragraph V is denied.

VI. It admits that the whereabouts of former owners, or former beneficial owners of, or persons formerly entitled to some of the choses in action set forth in Schedule A has been and has remained unknown to it for a period of fourteen successive years. Except as above admitted, Paragraph VI is denied.

VI. (3) It admits that the unclaimed and unpaid dividends set forth in Schedule A are still carried on its books as such, either because the former owner thereof, former beneficial owner thereof, or person formerly entitled thereto, has been and has remained unknown to it for a period of fourteen successive years prior to the commencement of this proceeding, or because the

whereabouts of such former owner thereof, former beneficial owner thereof, or person formerly entitled thereto, has remained unknown to it for a period of fourteen successive years prior to the commencement of this proceeding, or because such unpaid dividends have been and have remained unclaimed for a period of fourteen successive years prior to the commencement of this proceeding. Except as above admitted, Paragraph VI (3) is denied.

VI. (4) It denies Paragraph VI (4). It alleges that all claims between the years 1882 and 1932 which remain unpaid are set forth in Schedule A except that said schedule does not include unpaid dividends, if any, and unpaid wages, if any, which arose between 1882 and 1900. It alleges that it was advised by the petitioner that its investigation as to unpaid dividends and unpaid wages should not extend to an earlier date than the year 1900; that it had no knowledge until the filing of the petition that it would be required to make the investigation of such claims for a period prior to 1900; that it has not been possible to make such investigation since the filing of the petition.

VI. (5) It admits that it has in its possession the information shown in Schedule A with respect to the names and last known addresses of persons formerly entitled to the claims set forth in such schedule to the extent that such last known addresses are stated therein. It has no knowledge as to whether or not it has in its possession information as to unclaimed dividends and unclaimed wages which arose prior to 1900. It alleges that where the names of the claimants are not shown in Schedule A it has not, as yet, been able to secure such names from its records. Ex-

cept as above admitted, Paragraph VI (5) is denied.

VI. (6) It denies Paragraph VI (6).

VII. Attached hereto and made a part hereof and designated "Schedule A" is a statement taken from defendant's books of account or from the books of its disbursing agent of the information in defendant's possession or in the possession of its disbursing agent regarding the unpaid claims against defendant which arose against it prior to January 1, 1934, except that, as to unpaid dividends and unpaid wages, such claims relate to the period between 1900 and 1934, together with all other pertinent information with respect thereto which the defendant has been able to secure to date.

VIII. This defendant denies that the State of New Jersey has any valid claim against it under R. S. 2:53-15 to 2:53-32, or otherwise, with respect to any of said claims. This defendant alleges that all of the said claims or choses in action set forth in Schedule A and any and all causes of action with relation thereto accrued and arose against defendant more than six years prior to the date of the enactment of R. S. 2:53-15 to 2:53-32 as well as more than six years prior to the institution of these proceedings.

IX. Defendant further alleges that, at the time of the enactment of the statute above mentioned, any right of action based on said claims or choses in action had been barred by the Statute of Limitations in such causes made and provided (R. S. 2:24-1), and that such claims and choses in action had been legally extinguished and had become completely unenforceable against defendant.

Answer.

X. Defendant further alleges that, at the time of the enactment of said statutory provision, it had a vested right in the defense of the Statute of Limitations to all of such claims which the Legislature had no power to divest either in the interest of the claimants or of the State of New Jersey.

XI. Defendant alleges that R. S. 2:53-15 to 2:53-30, if construed so as to provide for the escheat to the State of any of such claims, is unconstitutional in that, at the time of its enactment, it violated Article I, Paragraph 1, of the Constitution of 1844 and Paragraph 16 of Article I of said Constitution, which said paragraphs are substantially identical with Paragraphs 1 and 20 of Article I of the Constitution of 1947 of this State, and also violated the Fourteenth Amendment of the Constitution of the United States in that it violates the right of the defendant to acquire, possess and protect property and in that it takes the property of this defendant for the public use of the State of New Jersey without compensation and in that it deprives this defendant of its property without due process of law.

XII. This defendant alleges that many, if not all, of the persons named in Schedule A, to whom such claims were at one time payable, were never citizens or residents of the State of New Jersey and that the claims of said persons never had a situs in the State of New Jersey for the purpose of escheat; that said claims, if subject to escheat in any jurisdiction, would be subject to escheat in the State of the last known domicile of such persons; that this court is without jurisdiction to escheat such claims to the State of New Jersey, and that a decree of this court, attempting to enforce such escheat, would not protect this defend-

ant from the claims of such other states in the event that such claims should be asserted in the State of New York where this defendant is suable or in any other jurisdiction where this defendant may be suable.

XIII. That, with respect to the shares of stock of this defendant, the respective last known domiciles of the record owners of said shares of stock was outside the State of New Jersey and, so far as this defendant is informed and believes, neither the record owners of said stock nor any other person who may now own the same was ever domiciled or ever resided in the State of New Jersey and that the State of New Jersey is without jurisdiction or power to escheat said shares of stock; that so to do would deprive the owners of said shares of stock; that so to do would deprive the owners of said shares of stock of their property without due process of law in violation of the Fourteenth Amendment of the Constitution of the United States and Paragraphs 1 and 16 of Article I of the Constitution of 1844 of this State, which provisions are substantially identical with Paragraphs 1 and 20 of Article I of the Constitution of 1947 of this State, and would expose this defendant to liability to the true owners of said shares of stock, which liability might be asserted in the State of New York where this defendant is suable or would expose this defendant to escheat proceedings in the States of the last known domicile of the owners of said stock.

This defendant prays that the petition be dismissed.

STRYKER, TAMS & HORNER,
Solicitors of Defendant,
Standard Oil Company.

JOSIAH STRYKER,
of Counsel.

Schedule A.

Showing Claims Against the Defendant Company Which Arose Prior to January 1, 1934 With Respect to Which the Persons Who Were Entitled Thereto Prior to the Bar of the Statute of Limitations, or the Present Residence of Such Persons, is Unknown to the Company, and Has Been so Unknown for Fourteen Years, to the Extent Shown by the Investigation of the Company.

1. DIVIDENDS ON COMMON STOCK

Name of Stockholder	Last Known Address	Date of Transfer of Stock	Amount of Unpaid Dividends
Frank R. Acosta	c/o The First National Bank of El Dorado, Arkansas	9/10/28	$ 4.50
August Adrian	c/o Y. M. C. A., Hanson Place, Brooklyn, N. Y.	8/26/28	.75
Peder Anderson	c/o Standard Shipping Co., 26 Broadway, New York, N. Y.	11/ 8/29	8.50
George D. Anthony	401 Pateong Ave., Linwood, N. J.	11/11/32	2.00
Sidney R. Arnold	107 Laburnum Grove, Portsmouth, England	5/31/33	.50
Emmett C. Barnes	Uncas, Oklahoma	6/21/27	6.38
John E. Baugh	c/o H. T. Austermell, P. O. Box 1107, Shreveport, La.	2/28/28	.75
Pierce A. Baugh	c/o Franklin Fire Insurance Co., 423 Walnut St., Philadelphia, Pa.	8/ 9/28	1.88
Miss Anna Baum	1429 Prospect Ave., Bronx, N. Y.	6/ 5/30	5.00
A. Irving Beach	Peonville, N. Y.	12/19/29	7.50
James Bears	Boca Grande, Fla.	10/ 3/30	5.00
Lacey H. Beauchamp	Box 40, West Morland, California	9/ 8/30	4.50
Miss Frances E. Beaudette	86 Woodside Terr., Springfield, Mass.	Not transferred of record	7.47
Nathan Becker	2167 Crotona Ave., Bronx, N. Y.	3/26/29	9.38
David L. Bellot	Box 997, Seminole, Oklahoma	7/ 7/31	3.50
Roscoe E. Belt	Box 981, El Dorado, Oklahoma	12/23/29	1.88
Albert J. Belveal	P. O. Box 623, Cushing, Oklahoma	4/ 4/30	2.50
William Beyer	c/o Standard Shipping Co., 26 Broadway, New York, N. Y.	2/ 5/30	16.50
Mrs. May Bickner	R. F. D. No. 2, Box 73C, Albuquerque, N. M.	7/ 7/27	5.63
Miss Sarah Ford	1662 E. 86th St., Cleveland, O.	7/18/33	5.00

Answer.

Name of Stockholder	Last Known Address	Date of Transfer of Stock	Amount of Unpaid Dividends	
Adolph C. Blanco	43 West 47th St., Bayonne, N. J.	8/13/29	$ 8.50	
William G. Blauvelt	195 Broadway, New York City, N. Y.	8/28/29	7.50	
Mrs. Christina Bolton	106 Bogard St., Charleston, S. C.	Not transferred of record	15.27	
Jessie I. Boteler	c/o Laurie Bowman, Box 997, Seminole, Oklahoma	5/19/31	3.50	10
Arnold J. Bourgeois	329 St. Louis Street, Baton Rouge, Lousiana	7/10/29	.50	
Bert Brandon	c/o H. R. Cook, Box 997, Seminole, Oklahoma	8/31/32	.50	
Mrs. Eleanor A. Brown	515 West 111th St., New York, N. Y.	2/ 1/26	2.50	
Lurtie L. Bucy	c/o Federal National Bank, Shawnee, Oklahoma	7/24/30	9.00	
Abraham L. Burgess	c/o Seminole Machine Shop, R. R. No. 1, Box 8, Seminole, Oklahoma	5/26/31	1.00	
John Burke	Dubuque, Iowa	12/11/23	3.50	20
John A. Burns	73 East Lane Ave., Columbus, O.	6/ 4/30	7.50	
John T. Bustin	c/o Carter Oil Co., Burbank, Okla.	9/18/22	1.25	
John Byrne	117 Bostwick Ave., Jersey City, N. J.	9/19/29	2.52	
Charles H. Campbell	c/o Paul T. Campbell, Room 622, 115 Broadway, New York City	6/25/25	12.00	
Miss Elizabeth Campbell	126 Broadway, Wilmette, Ill.	6/ 5/30	5.00	
Arthur B. Caraway	Grand Lake, Arkansas	5/14/31	6.50	
Frank T. Carey	377 Park St., Boston, Mass.	3/12/30	4.00	
Thomas J. Casidy	Grand Hotel, 45 W. 22nd St., Bayonne, N. J.	9/23/31	7.00	30
George Chapman	Scotlandville, Louisiana	1/10/29	7.52	
Mr. Pedro Chazaro	Apartado 657, Tampico, Mexico	3/14/27	6.75	
Cecil C. Cherry	c/o A. E. Perry, Route No. 2, Seminole, Oklahoma	6/ 4/31	3.00	
Miss Stella R. Childs	c/o Mrs. Fredrick, 1539 N. Wells St., Chicago, Ill.	7/27/26	2.50	
Douglas Clark	648 Maple Ave., Elizabeth, N. J.	Not transferred of record	4.72	
Joseph M. Clark	Ringling, Oklahoma	12/19/29	4.50	40
S. H. Clark	Henrietta, Texas	9/18/24	.75	

Answer.

	Name of Stockholder	Last Known Address	Date of Transfer of Stock	Amount of Unpaid Dividends
	Clement Clarke	3232 Delaware St., Charleston, S. C.	11/25/21	$1.25
	John Cohara	1218 Hathaway Road, Valley View Village, Ohio	4/ 8/29	1.88
	Ivan O. Collins	c/o Grisso Gasoline Plant, Box 997, Seminole, Oklahoma	12/ 9/29	2.00
10	Garret Conklin	1 Gerard Ave., New York City	7/ 3/29	2.40
	Basil Conlon	1308 E. 117th St., Cleveland, O.	3/26/29	1.88
	Charles B. Copperman	5317 McBride Ave., Cleveland, O.	3/23/26	6.75
	Joseph F. Cormore	Rm. 912, 1 Exchange Place, New York City	5/21/29	37.50
	Floyd R. Crossno	c/o Laurie Bowman, Box 997, Seminole, Oklahoma	7/ 2/31	5.00
	Mrs. Josephine N. Crowell	6337 Woodlawn Ave., Chicago, Illinois	9/11/23	.50
	Ambrose J. Dacey	244 William St., Belleville, N. J.	1/25/32	1.00
20	Frederich Dalldorf	c/o Waried Tankschiff Rhedere, G.M.B.H. Hamburg, 36, Never Jungfernstieg 21, Germany	3/10/29	1.13
	Ferdinand H. Dalrymple	121 Center Rd., Bedford, Penna.	5/17/28	3.75
	Maria T. Davila	Apartado 1273, Mexico, D. F.	9/ 9/31	10.75
	Clay Davis	P. O. Box 72, Baton Rouge, La.	9/15/31	1.00
	James H. Davis	General Delivery, Wilson, Okla.	5/ 5/32	.50
	Lee Davis	1010 Julia St., Baton Rouge, La.	8/12/32	4.50
	Frank E. Davison	Meadville, Pennsylvania	8/21/24	2.50
	Ernest Day	474 Central Park West, New York City, N. Y.	5/26/30	2.50
30	Kenneth B. Day	22 West 72nd St., New York City, N. Y.	12/26/24	2.50
	Albert F. DeGuines	1860 Foster Ave., Chicago, Ill.	10/ 2/23	3.75
	Miss Rose Ella Dennan	c/o Dr. Cyril K. Church, 180 W. 59th St., New York, N. Y.	10/ 3/28	1.13
	Eugene Denos	342 W. 22nd St., New York, N. Y.	Not transferred of record	11.17
	Annabel C. Dolson	Rm. 737, 26 Broadway, New York, N. Y.	2/11/30	3.50
40	George E. Dowler	Collinsville, Oklahoma	2/16/31	.50
	Mr. Frank Drapalun	747 McKinley St., Elizabeth, N. J.	4/26/27	1.25

Answer.

unt of paid dends	Name of Stockholder	Last Known Address	Date of Transfer of Stock	Amount of Unpaid Dividends	
.25	Mrs. Mary Dumont	Belmont Hotel, 3156 Sheridan Rd., Chicago, Ill.	8/ 2/29	$12.50	
.88	Claude K. D'Unger	Apartado 657, Tampico, Mexico	6/ 4/26	6.25	
	Bailey O. Edwards	314 W. 25th St., Norfolk, Va.	4/15/29	1.13	
2.00	John M. Elliot	New Alexandria, Pa.	7/ 6/28	1.88	
2.40	Ellis O. Estes	Box 1301, Drumright, Okla.	9/17/29	1.26	10
.88	William T. Ferguson	1108 Union Trust Bldg., Charleston, W. Va.	1/19/29	1.88	
5.75	Arturo Fernandez	Calle 56 #486 Merida, Yuc., Mexico	Not transferred of record	66.15	
7.50					
5.00	Luis A. Fernandez	Av. Roque Saenz Pena 567, Buenos Aires, Argentina	4/ 6/26	1.25	
.50	Dermot Fitzgibbon	c/o N. Y. American, 1834 Broadway, New York City	12/17/21	5.00	
.00	Miss Sarah Ford	c/o Mrs. Gerard Cox, Glen Cove, Box 545, L. I., N. Y.	1/11/29	12.76	20
.13	Miss Gertrude Forrest	Sta. "F", Box 37, New Orleans, La.	5/ 8/28	11.63	
3.75	James Fox	Box 222, Overland, Mo.	3/13/30	17.50	
0.75	Franklin Securities Corporation	c/o White, Wright & Co., 50 Broad St., N. Y. C.	11/28/29	11.25	
.00					
.50	Avelino V. Galante	19 Andrew St., Bayonne, N. J.	6/ 6/30	17.00	
1.50	Miss Mary Gallagher	Mayfair House, Park Ave. at 60th St., New York City	8/24/28	5.00	
2.50	Mrs. Mary Gallagher	2096—53rd St., N. Y. C.	6/20/30	2.50	
2.50	Miss Grace Gals	Belden Apts., Cleveland, Ohio	6/ 6/28	1.88	
	F. P. Gardin	629 W. 173rd St., Apt. 7G, N. Y. C.	5/ 3/29	5.63	30
2.50	Mr. Patrick Gavin	368 Boulevard, Bayonne, N. J.	3/ 5/26	8.75	
3.75	Earl A. Gibson	Rockwood, Tenn.	1/28/29	.38	
.13	Joseph Godleski	49 Warren St., Carteret, N. J.	8/29/32	7.00	
1.17	Ivy B. Goodwin	General Delivery, Holdenville, Okla.	9/14/27	8.25	
	Mrs. Earl V. Graham	Arcata, Humboldt Co., California	9/28/30	3.75	
	Mrs. Hannah J. Green	177 N. E. 50th St., Miami, Florida	12/12/33	2.37	
	Royal D. Greer	LaGrange, ~~North Carolina~~	3/11/29	3.38	
3.50	Eugene Haeffner	c/o Dreiur & Co., 33 W. 46th St., New York City	11/ 5/25	10.00	40
.50					
1.25					

Answer.

Name of Stockholder	Last Known Address	Date of Transfer of Stock	Amount of Unpaid Dividends
John P. Hale	15 Claremont Ave., N. Y. C.	Not transferred of record	$4.87
Louis Hallas	Standard Oil Company of New Jersey, Marine Department, 26 Broadway, New York City	1/ 7/29	7.88
David Halpern	631 So. Westlake Ave., Los Angeles, Calif.	11/21/29	4.00
Floryan Harbus	1325 Wrightwood Ave., Chicago, Ill.	3/19/25	2.50
Fred C. Harper	Box 1486, Seminole, Oklahoma	4/28/32	1.50
James Hefferan	807 Ocean Ave., Jersey City, N. J.	2/ 5/30	1.88
Miss Ino Heikinen	2221 E. 14th St., Brooklyn, N. Y.	11/23/28	4.52
Miss Mary E. Henebry	2100 Hudson Ave., Chicago, Ill.	5/ 2/29	3.76
George W. Henry	Apartado 657, Tampico, Tampi, Mexico	6/26/23	1.50
Mrs. Eleanor C. Hildebrand	c/o Union & Planters Bank & Trust Co., Memphis, Tenn.	2/17/29	37.50
S. C. Hindman	Drawer Y, c/o Lion Oil & Refining Co., El Dorado, Arkansas.	10/ 7/24	1.00
Margaret G. Hinkley	120 Broadway, New York City	1/29/23	12.50
William B. Hodd	Apartado 657, Tampico, Mexico	8/29/29	8.00
Patrick Holian	333 Fairmont Ave., Jersey City, N. J.	9/27/29	5.00
Otis H. Holt	Muskogee, Okla.	4/ 3/29	1.13
George H. Hoover	2804 N. 16th St., Omaha, Nebr.	12/ 1/31	2.50
John T. Hudson	109 South 18th St., Baton Rouge, La.	6/16/33	1.50
Clyde H. Imler	Box 967, Wilson, Okla.	12/ 2/31	6.00
John M. Irwin	229 W. 46th St., New York City	8/30/27	3.75
John W. James & Stella M. James, as Joint Tenants, etc.	c/o J. J. Shepard, Jersey City, N. J.	8/ 3/28	4.50
Jerry Jarrett	4316 Westway, Toledo, Ohio	1/12/33	11.50
Frank S. Jasin	1 Chase Court, Bayonne, N. J.	8/10/26	3.50
Fred B. Jetton	c/o Gulf Refining Co., Trees, La.	4/ 5/28	1.52
Hans Johanson	Standard Oil Company (N. J.) Marine Dept., 26 Broadway, N. Y. C.	8/24/26	9.75
Mrs. Mahley Johnson, Ernest Johnson and William Johnson	Georgia St., Baton Rouge, La.	10/ 2/25	.25

Answer.

Amount of Unpaid Dividends	Name of Stockholder	Last Known Address	Date of Transfer of Stock	Amount of Unpaid Dividends	
$4.87	Walter E. Johnson	36 Irving St., West Springfield, Mass.	Not transferred of record	$11.50	
	Eudell Jolly	120 No. Stone, Tucson, Arizona	4/30/29	.76	
7.88	Albert J. Kalmary	212 Freeman St., N. Y. C.	4/10/30	25.00	
	George A. Kenyon	Bryant, Oklahoma	9/11/28	.38	10
4.00	Albert Sidney King	c/o CC. Cannery, Cottage 5, Modesto, California	9/25/28	.76	
2.50					
1.50	Janet Henke King	6930 So. Shore Drive, Chicago, Ill.	1/ 2/29	.76	
1.88	S. Cornelia Kingsley	103 Elk St., Syracuse, N. Y.	11/11/28	4.50	
4.52	H. F. Klamt	c/o Sinclair Oil Co., St. Joe, Tex.	12/ 5/27	15.00	
3.76	Robert E. L. Knight, Jr.	c/o American Exchange N. Bank, Dallas, Texas	8/ 3/34	50.00	
1.50	Anton Koeller	1838 N. Cleveland Ave., Chicago, Ill.	2/27/24	.25	
	Joseph L. Kolenz	3210 W. 90th St., Cleveland, Ohio	10/18/29	1.50	
17.50	Richard C. Kroggel	149 — 15th St., Wheeling, Va.	6/15/29	25.00	20
	Albert B. Langston	Kilgore, Texas	12/21/33	4.75	
1.00	Fred Lavis, Jr.	50 Greenacres Ave., Scoville, N. Y.	9/16/29	2.50	
2.50	Mrs. Anna Lavrit	113 Grier Ave., R. F. D. No. 2, Elizabeth, N. J.	11/14/29	2.26	
8.00					
5.00	Mrs. Minnie E. Leach	97 Serphens St., Suite 32, Boston, Mass.	2/26/25	1.00	
1.13					
2.50	Harley R. Leasure	Grove, W. Va.	3/30/29	3.38	
1.50	Fred J. LeBlanc	c/o Standard Shipping Co., 26 Broadway, New York City	6/28/29	5.00	
5.00					
3.75	Herbert Levitan	206 Grand Blvd., Long Beach, L. I., N. Y.	8/21/29	1.50	30
	Gilbert Lewis	513 E. Grave St., Richmond, Va.	1/ 2/31	1.00	
4.50	Frank L. Lienhard	Commonwealth Apts., Cedar Rapids, Ia.	7/29/29	7.50	
1.50					
3.50	Isidoro Lopez	Isabel L. Catulico 1038, B. S. Aire S. A.	3/17/29	2.25	
1.52					
	William Lowe	c/o Mrs. Charlotte K. Lowe, Executrix, 144 Buckingham Road, Yonkers, N. Y.	2/14/30	7.00	
1.75					
.25	Roy J. Lyon	406 State St., Bristol, Tenn.	6/22/31	1.00	
	Thomas McEnroe	c/o Mr. Coches, 4706 — 45th St., Sunnyside, L. I., N. Y.	1/ 8/29	18.75	40

Answer.

Name of Stockholder	Last Known Address	Date of Transfer of Stock	Amount of Unpaid Dividends
Mrs. Mildred Lee McGarr	Gen'l Delivery, Holdenville, Okla.	3/ 3/30	$14.00
John McGhee	P. O. Box 1347, Baton Rouge, La.	4/18/33	1.75
Mrs. Smith McKown	1 Woodward St., Charleston, S. C.	3/16/26	3.25
Joseph F. McLaughlin	701 Oregon Ave., Philadelphia, Pa.	2/10/30	2.00
Vance L. McLean	703 S. Okfuskee St., Wewoka, Okla.	2/ 2/30	10.00
John W. McLelian	New Glasgow, N. S.	2/ 1/31	5.00
James M. Magee	South Mansfield, La.	8/ 6/26	1.00
George W. Magrogan	653 Columbia Rd. N. W., Washington, D. C.	4/12/32	2.00
Gus Malmberg	91 Mission St., San Francisco, Calif.	12/28/29	1.00
Mrs. Malinda J. Martyn	Richardson, W. Va.	11/20/28	12.75
Charles Marzahl	131 Market St., Perth Amboy, N. J.	6/24/29	11.26
Gustav A. Matscher	479 — 56th St., Brooklyn, N. Y.	4/ 3/30	5.00
Arthur E. Matthewson	Oshawa, Ont., Canada	9/16/29	5.00
Richard B. May	2715 No. 45th St., Omaha, Neb.	1/ 3/30	2.00
Florence B. Mayer	16 Claremont Ave., N. Y. C.	10/19/29	5.50
Fred E. Mercer	c/o Standard Oil Company (New Jersey), 26 Broadway, N. Y. C.	7/ 3/28	3.39
Marvin C. Merrifield	3411 Brothers Pl., Anacostia, D. C.	4/ 2/33	5.00
Alvin Metcalf	1030 S. Utica Pl., Tulsa, Okla.	9/20/29	1.50
D. W. Middleton	c/o G. T. Co., New York, 5th Avenue & 43rd St., N. Y. C.	6/ 2/26	.75
Harry Miller	c/o Richard Whitney, 50 Broadway, New York City	7/27/30	12.00
Samuel M. Millsap	c/o A. E. Perry, Route 2, Seminole, Oklahoma	11/21/30	3.00
John Miskiewicz	203 Bayway, Elizabeth, N. J.	12/ 8/31	1.50
Duke Mitchell	Hazel, Oklahoma	5/24/29	3.00
Joseph F. Moon	c/o Standard Oil Company (N. J.), Charleston Refinery, P. O. Box 880, Charleston, S. C.	12/ 4/29	1.00
Miss Irene Moore	P. O. Box 132, Scotlandville, La.	4/11/32	1.50
Francisco A. Mozziotti	Transferide Al Sr., West India Oil Co., Sicursal Tucumon, F C A A.	8/28/30	.50
Amos R. Neer	c/o Standard Oil Co. of Argentina Buenos Aires, Argentina	5/21/29	5.25

Answer.

nt of idends	Name of Stockholder	Last Known Address	Date of Transfer of Stock	Amount of Unpaid Dividends	
00	Rivhard Nicholson	c/o F. C. Bigley, Standard Oil Company, Baltimore, Maryland	1924	$3.75	
75	Edw. A. Northen	986 Misson St., San Francisco, Calif.	3/28/27	1.13	
25	Archie Odell	Cooper, Okla.	10/ 6/28	.38	
00	Mr. Charles Oszust	483 Broadway, Bayonne, N. J.	11/ 8/26	9.25	
00	Ben F. Pace	c/o A. E. Perry, Route #2, Seminole, Okla.	6/11/31	2.00	10
00	Nick C. Palmer	Weller Ave., Istrouma P. O., La.	3/19/29	1.50	
	Mrs. Clara S. Patterson	624 S. Michigan Ave., Chicago, Ill.	3/20/29	2.26	
00	Mrs. Janice A. Patterson	1673 Columbia Rd., Washington, D. C.	10/23/29	36.34	
00	Isaac Payne	206 Adam St., Baton Rouge, La.	7/22/31	.50	
75	Mrs. Eleba M. Peck	231 S. LaSalle St., Chicago, Ill.	12/19/29	1.50	
26	John H. Peel	Rm. 905, 208 S. LaSalle St., Chicago, Ill.	4/ 8/30	1.50	
00	Louis Pemoulie	209 Parkview, Houston, Texas	9/12/27	12.00	20
00	Eudaldo Ramirez Perea	Luco #12, Habana, Cuba	4/ 2/30	12.00	
50	Jenny O. Petersen	233 Clinton Rd., Brookline, Mass.	11/13/31	10.00	
	Arthur A. Pettigrew	Box 997, Seminole, Okla.	10/ 1/29	3.00	
39	John H. Philips	R. D. #2, Waynesburg, Pa.	7/22/29	7.88	
00	Raymond L. Philips	R. D. #1, Ruffsdale, Penna.	3/ 4/27	4.88	
50	Roy M. Pierce	Shawnee, Okla.	7/ 2/29	7.50	
75	Joseph Poirier	428 — 3rd Ave., No. Sask., Canada	9/18/29	10.00	
00	K. C. Prettyman	68 N. Atlanta, Tulsa, Okla.	11/18/29	.50	
	Wallace T. Price	P. O. Box 141, Glen Ridge, N. J.	12/27/29	9.00	30
00	Jason P. Rader	c/o Carter Oil Co., Burbank, Calif.	5/ 9/28	4.88	
50	John L. Raines	Box 383, Seminole, Oklahoma	8/31/31	2.00	
00	Oscar Range	American House, 16th & Bloke Sts., Denver, Colorado	5/11/28	7.50	
00	Miss Florence Renoy	c/o Battery Park Hotel, Asheville, N. J.	9/19/30	.50	
50	Raymond Hugh Richard	c/o Houston Oil Company, Smackover, Arkansas	9/24/31	3.50	
50	Roy T. Richards	c/o Standard Shipping Company, 26 Broadway, New York City	1/27/30	5.50	
25	Edward N. Richardson	2620 Josephine St., New Orleans, La.	4/ 8/29	6.38	40

Answer.

Name of Stockholder	Last Known Address	Date of Transfer of Stock	Amount of Unpaid Dividends
Norval R. Richardson	5058 N. Lincoln St., Chicago, Ill.	1/14/30	$17.00
Avice E. Riddle	570 E. 183rd St., New York City, N. Y.	11/26/28	.76
Elmo Roberson	1122 So. Royal St., Baton Rouge, La.	3/18/32	3.00
Leslie I. Robertson	Box 1411, Seminole, Oklahoma	7/ 3/31	.50
Reginald E. Robinson	R.F.D. Box 281, Charleston, S. C.	5/14/29	3.00
Thomas Roche	Box 58, Brooklyn, N. Y.	9/ 4/29	5.00
Mrs. Alice Edmondson Ross	23 Boker St., San Francisco, Calif.	7/17/29	6.26
Leopold T. Sanchez	Calle De Bucarelli No. 41, Mexico, D.F.E.U.M.	Not transferred of record	1.88
William T. Sanders	1208 Kearney Stores, Manhattan, Kansas	Not transferred of record	1.22
Edward E. Saulsbury	General Delivery, Seminole, Okla.	6/ 8/31	2.50
Emily Schmeiczka	101 W. 57th St., New York City	12/13/30	2.50
John Schuster	26 Trotter Lane, Elizabeth, N. J.	6/26/32	4.00
Hazel D. Scott	57 Linden St., Wyoming, N. J.	5/27/26	.50
Esie Seligman	145 W. 79th St., New York, N. Y.	7/ 1/30	5.00
Goldie Selly	12 W. 93rd St., New York City	1/29/29	3.76
William C. Shafer	117 Albany Ave., Kingston, N. Y.	9/15/30	5.00
Timothy Silk	345 W. 43rd St., New York City	11/20/25	6.25
Robert D. Sinclair	c/o St. Oil Co. Av. Roque Saenz Pena 567, Buenos Aires, Arg.	6/19/30	5.50
Edward Sinelli	134 W. 26th St., New York City, N. Y.	12/19/29	5.00
Isom O. Skaggs	c/o Harry Alexander Box 997, Seminole, Okla.	6/29/31	4.50
Miss Leah M. Skelton	223 Walnut St., East Orange, N. J.	9/13/29	10.00
Kenneth C. Smith	115 Richland Ave., Asheville, N. C.	7/ 5/29	5.25
Otis F. Smith	440 N. Part St., Seminole, Okla.	10/ 4/29	2.00
Miss Retta E. Smith	720 S. Denver C-3, Tulsa, Okla.	4/30/29	1.50
Mr. Wallace Smith	Gen'l Delivery, Baton Rouge, La.	9/ 7/26	2.25
Clifford T. Snyder	901½ Virginia Ave., Parkersburg, W. Va.	5/ 2/28	1.88
Samuel B. Springer	P. O. Box 439, 1603 Grace St., Wilmington, N. C.	9/15/29	2.50

Answer.

ount of npaid idends	Name of Stockholder	Last Known Address	Date of Transfer of stock	Amount of Unpaid Dividends	
7.00	Richard A. Staderman	397 Commonwealth Ave., Boston, Mass.	2/25/26	$1.25	
.76	Rolla Steinheimer	1327 Santer St., Los Angeles, Calif.	12/11/23	1.25	
3.00	Frank G. Stock	22 Waverly St., Jersey City, N. J.	4/12/29	7.88	
.50	Mrs. Aileen Purl Stokes	Box 52, Helper, Kansas	3/14/32	2.25	
3.00	Michael Suit	Carnegie St. & Eliz. Ave., Linden, N. J.	10/ 2/27	.38	10
5.00					
6.26	Jeff D. Sullivan	Box 997, Seminole, Okla.	3/ 7/29	1.88	
	Roger E. Sutphin	c/o H. L. Francisco, Charlevoix, R. F. D. #1, Mich.	1/31/29	2.25	
1.88					
	David H. Taylor	703 St. Paul St., Baltimore, Md.	7/11/29	4.50	
	William O. Thomas	c/o Standard Oil Company Louisiana, P. O. Box 47, Haynesville, La.	3/23/32	3.50	
1.22					
	Mrs. Agnes S. Thompson	Route 1, Box 256, Watsonville, Calif.	Not transferred of record	3.22	
2.50					20
2.50	Harry H. Thompson	c/o Wm. Rondeaux, R. D. #3, Trenton, N. J.	11/23/26	1.75	
4.00					
.50	John F. Tipton	Ardmore, Oklahoma	9/30/30	11.50	
5.00	Auburn A. Toothman	R. F. D. #4, Mannington, West Va.	12/11/29	5.50	
3.76	A. Robert Trussell	Box 23, Mink, Texas	1/ 3/29	3.75	
5.00	George H. Tucker	Box 997, Seminole, Oklahoma	6/ 8/32	3.00	
6.25	Frank J. Tunstead	Alexandria, Louisiana	3/19/30	20.00	
	Austin H. Turney	331 Johnson Ave., Lawrence, Mass.	3/23/29	3.75	
5.50	Patrick Twomey	902-3rd Ave., New York City, N. Y.	12/18/30	3.50	
	Jess Vincent	Box 997, Seminole, Oklahoma	7/ 8/31	4.00	30
5.00	Bartholomeus L. Voskuil	c/o U. S. Mortgage & Trust Co., 55 Cedar St., N. Y. C. Acct. 1804	6/12/19	9.00	
4.50	Frederick Wallace	10 Manhattan Ave., New York, N. Y.	9/28/26	10.00	
0,00	Roy O. Wanvig	Standard Oil Company (New Jersey), 26 Broadway, New York City, N. Y.	8/15/29	10.50	
5.25					
2.00					
1.50	Frank J. Ward	234 Virginia Ave., Jersey City, N. J.	9/ 1/32	9.50	
2.25	Jose R. Ward	c/o Standard Shipping Co., 26 Broadway, New York City, N. Y.	8/15/29	2.00	
1.88	Garth G. Watts	Seminole, Oklahoma	8/11/31	1.00	40
2.50					

Answer.

Name of Stockholder	Last Known Address	Date of Transfer of stock	Amount of Unpaid Dividends
Albert F. Webb	Box 384, Denison, Okla.	4/25/29	$1.13
Hurley H. Webb	Pilot Mountain, North Carolina	4/30/29	8.25
Carl Weber	5207 Avalon Blvd., Los Angeles, Calif.	12/ 9/28	9.38
Joseph B. Webster	325 Lake St., River Forest, Ill.	Not transferred of record	37.47
Mrs. Emma Westenhaver	Logan, Ohio	3/20/30	25.00
Louis Wexler	193 E. 12th St., Brooklyn, N. Y.	5/ 5/30	10.00
Bob White	1728 Gracie St., Baton Rouge, La.	8/31/31	1.50
John O. White	Genl. Delivery, Eldorado, Kansas	9/18/29	4.38
Virginia M. White	301 E. 38th St., New York City, Apt. 5-G	9/14/29	5.00
Donie W. Whittington	Gen'l Delivery, Baton Rouge, La.	9/ 6/31	1.50
James D. Whitty	1515 Florida St., Baton Rouge, La.	6/14/31	.50
Miss Helmi Wilkstrom	4305 Grand Blvd., Chicago, Ill.	10/15/29	1.00
Edward F. Williams	326—8th Ave., Huntington, W. Va.	9/15/29	.50
Leslie F. Wilson	311 W. Orange St., Wewoka, Okla.	9/16/31	6.50
Merrill W. Wilson	c/o Humble Pipe Line Co., Box 455 Panhandle, Texas	10/20/27	1.50
Wallace D. Winslow	c/o Mrs. Metta J. Winslow Guardian 1610 Eutan Pl., Baltimore, Md.	10/ 2/30	7.00
Etta Winter	254 W. 35th St., New York, N. Y.	12/30/30	1.00
Walter P. Wood	Box 997, Seminole, Oklahoma	6/26/29	5.25
Raymond L. Woodard	2103 Spain St., New Orleans, La.	6/23/26	.50
James J. Wright	451 S. Broad St., Elizabeth, N. J.	7/ 8/30	9.50
Leo P. Zajac	Apartado 657, Tampico, Mexico	5/25/28	11.63

2. DIVIDENDS ON PREFERRED STOCK

Bessie R. Buehler	600 W. 174 St., New York, N. Y.	8/13/20	3.50
Louise Buisson	Paris, France	3/19/20	3.50
Mrs. Elizabeth A. Donovan Duffley	Hotel Biltmore, 43rd St. and Madison Ave., New York, N. Y.	Ledger Accounts could not be located	52.50
Mrs. Anne W. Geigerman	Sherman Square Hotel, Broadway & 70th St., New York, N. Y.	12/14/20	43.75

Answer.

Name of Stockholder	Last Known Address	Date of Transfer of stock	Amount of Unpaid Dividends
Miss Dorothy A. Haight	c/o Mrs. Kirkpatrich, 30 W. 36th St., New York, N. Y.	3/14/22	$17.50
Jacob J. Hawes	101 E. 41st St., Kansas City, Mo.	4/18/21	35.00
Mrs. Louise R. Kiesel	515 Lackawanna Ave., Scranton, Pa.	12/11/25	1.75
William Anton Schmidt	Dewey Ave., Queens, Long Island, N. Y.	10/ 3/24	17.50
Baldy L. Whitehead and Emma H. Whitehead as Joint Tenants, etc.	437 Columbus Ave., Boston, Mass.	3/15/no year shown	21.00

With reference to dividends on both common and preferred stock, the designation "Date of Transfer of Stock" above set forth, indicates the date when the shares of stock on which the unclaimed dividends were declared and payable, were transferred of record to someone else. None of the stock so designated is now on the books of the defendant in the name of anyone who has remained unknown or whose whereabouts has remained unknown for a period of fourteen successive years within the contemplation of R. S. 2:53-15 to 2:53-32. No dividends subsequently declared on such transferred stock have remained unclaimed for a period of fourteen successive years.

The designation "Not Transferred of Record" indicates that such shares of stock are still held in the name of individuals who have either, (1) continued to remain unknown, or (2) whose whereabouts have continued to remain unknown, or (3) who have continued to fail to claim the dividends declared on such stock. All the preferred stock above set forth has been redeemed by defendant.

In the case of some of both the common and preferred dividends above set forth, the dividend checks were not returned by the Post Office, and

are still outstanding. Except with respect to the preferred stock, and the common stock shown as "not transferred of record", defendant has not as yet been able to ascertain from its records whether the dividend checks were returned from the Post Office or are still outstanding.

In compiling the foregoing information the defendant has set forth the total unclaimed dividends shown on its books as arising against it up to January 1, 1934, in the belief that such date was to be the measuring date. The petition and order seek this information only to January 1, 1932. It is impossible within the time allowed to file this answer, to apportion or allocate those unclaimed dividends above set forth which were payable between the dates January 1, 1932, and January 1, 1934.

In addition to the foregoing, a search of the general ledger of the defendant for the period from January 1, 1900, to December 31, 1933, discloses that liabilities for checks aggregating $110.50, representing unclaimed dividends, were set up on its books and subsequently transferred to earnings account as follows:

Dividend Checks for	Year set up as liability	Year Transferred to Earnings
$ 1.50	1904	1908
12.00	1908	1908
97.00	1930	1938

To date the defendant has not been able to ascertain the names of the payees of the last-mentioned checks.

With respect to the shares of stock designated "Not Transferred of Record," the defendant sets

forth below the unclaimed dividends declared and payable thereon between January 1, 1934 and June 12, 1945:

Name and Address	Number of Shares	Total Unpaid Dividends 1/1/34 to 6/12/45
Miss Frances E. Beaudett, 86 Woodside Terr., Springfield, Mass.	1	
Ordinary dividends		$ 21.75
Proceeds of scrip certificates payable 12/15/38; 6/15/39; 12/15/39		1.58
Consolidated Natural Gas Company stock dividend adjustment check		2.66
Mrs. Christina Bolton, 106 Bogard St., Charleston, S. C.	1	
Ordinary Dividends		21.75
Mission Stock Dividend scrip certificates returned by Post Office and redeemed		1.02
Consolidated Natural Gas Company stock dividend adjustment check payable 12/15/43		2.66
Douglas Clark, 648 Maple Ave., Elizabeth N. J.	1	
Ordinary Dividends		21.75
Mission Stock Dividend Scrip Certificates returned by Post Office and redeemed		1.02
Consolidated Natural Gas Company stock dividend adjustment check payable 12/15/43		2.66
Eugene Denos, 342 W. 22nd St., New York City	3	
Ordinary Dividends		65.25
Mission Stock Dividend scrip certificates returned by Post Office and redeemed		3.06
Consolidated Natural Gas Company stock dividend adjustment check payable 12/15/43		7.97
Arturo Fernandez, Av. Roque Saenz Pena 567, Buenos Aires, Argentina	4	
Ordinary Dividends		84.40
Mission Stock Dividend scrip certificates returned by Post Office and redeemed		4.08
Consolidated Natural Gas stock dividend adjustment check payable 12/15/43		10.63
John P. Hale, 15 Claremont Ave., New York City	5	
Ordinary Dividends		108.75
Mission Stock Dividend scrip certificates returned by Post Office and redeemed		5.10
Scrip certificates representing stock dividends payable 12/15/38; 6/15/39 and 12/15/39 were returned by the Post Office and sold		7.84
Consolidated Natural Gas stock dividend adjustment check payable 12/15/43		13.29

Name and Address	Number of Shares	Total Unpaid Dividends 1/1/34 to 6/12/45
Walter E. Johnson, 36 Irving St., West Springfield, Mass.	1	
Ordinary Dividends		$21.75
Mission Stock Dividend scrip certificate returned by Post Office and redeemed		1.02
Scrip certificate representing stock dividend payable 12/15/38 returned by Post Office and sold		.70
Consolidated Natural Gas Company stock dividend adjustment check payable 12/15/43		2.66
The June 15, 1939 and December 15, 1939 registered shipments containing scrip certificates were not returned to the defendant.		
Leopold T. Sanchez, Calle De Bucarelli No. 41, Mexico, D. F. E. U. M.	5	
Ordinary Dividends		149.50
Registered shipment containing Mission Stock Dividend scrip not returned by the Post Office.		
Scrip certificates representing stock dividends payable 12/15/38; 6/15/39; and 12/15/39 were returned by the Post Office and sold		7.84
Consolidated Natural Gas Company stock dividend Adjustment Check payable 12/15/43		13.29
William T. Sanders, 1208 Kearney Stores, Manhattan, Kansas	1	
Ordinary Dividends		21.75
Consolidated Natural Gas Company stock dividend Adjustment Check payable 12/15/43		2.66
Registered shipments containing Mission Stock Dividend scrip certificate and scrip certificates representing the 12/15/38 and 6/15/39 and 12/15/39 stock dividends were not returned to defendant by the Post Office.		
Mrs. Agnes C. Thompson, Route 1, Box 256, Watsonville, Calif.	1	
Ordinary Dividends		21.75
Mission Stock Dividend scrip certificate returned by Mrs. Thompson and redeemed		1.02
Consolidated Natural Gas Company stock dividend Adjustment Check payable 12/15/43		2.66
Mrs. Thompson advised defendant in her letter dated July 26, 1932 that she was no longer the owner of the 1 share certificate.		
Joseph B. Webster, 325 Lake St., River Forest, Ill.	3	
Ordinary Dividends		65.25
Mission Stock Dividend scrip certificate returned by Post Office and redeemed		3.06
Consolidated Natural Gas Company stock dividend Adjustment Check payable 12/15/43		7.97

3. UNPAID WAGES AND SALARIES

Year	Total	Refinery Dept.	Marketing Dept.	Administration Dept.
1900	Not Available	Not Available		
1				
2				
3				
4	$ 114.49	$ 114.49		
1905	162.83	162.83		
6	351.19	351.19		
7	836.14	836.14	Not	
8	2,009.26	2,009.26	Avail-	
9	1,379.01	1,264.01	able	$115.00
1910	688.45	688.45		
11	675.94	975.94		
12	853.19	853.19		
13	499.21	499.21		
14	320.39	320.39		
1915	318.22	318.22		
16	783.35	783.35		
17	1,690.73	1,690.05	$ .68	
18	2,022.74	2,022.08	.66	
19	5,364.36	5,364.36	—	
1920	3,848.01	3,842.04	5.97	
1	1,791.31	1,763.31	28.00	
2	491.06	488.06	3.00	
3	1,342.77	1,340.27	2.50	
4	473.68	473.68	—	
1925	2,090.96	2,090.96	—	
1926	2,269.82	2,269.82		
1927	1,003.97	957.34	46.63	
Total	$31,381.08	$31,178.64	$87.44	$115.00

The above statement of unpaid wages and salary has been taken from the books of the defendant company. The investigation by the company has not as yet disclosed the names and last known addresses of the individuals to whom such wages

4. UNCLAIMED DEPOSITS, ETC.

Unclaimed commercial bank checks never cleared through banks	$3,319
Unclaimed balances of Liberty Loan subscriptions	1,210
Total	$4,529

5. UNCLAIMED DEBENTURE COUPONS

Unmatured coupons detached from Standard Oil Company (New Jersey) 20 Year 5% Debentures, due December 15, 1946, called for redemption February 1, 1932. Pending surrender of the detached coupons, the face value thereof was deducted and withheld from the redemption value of the called bonds, paid on and after the call date	200
Unpresented matured coupons of Standard Oil Company (New Jersey) 20 Year 5% Debentures, due December 15, 1946, of which debentures with face value of $30,000,000.00 and $90,000,000.00 were called for redemption on February 1, 1932 and February 1, 1935 respectively	2,925
Total	$3,125

All the Debentures called for redemption February 1, 1932, have been redeemed.

With respect to the above mentioned unclaimed deposits, etc., defendant company has as yet been unable to secure the names or last known addresses of the persons who were entitled to make claim. With respect to unclaimed debenture coupons, the company has no knowledge of the names or last known addresses of the holders or former holders of such coupons, and is not able at this time to indicate what portion of the amount shown unclaimed is attributable to coupons which matured prior to January 1, 1934.

Pre-Trial Order.

(Filed October 15, 1948.)

The parties to this action or their attorneys having appeared before the Court at a pre-trial conference, the following action was taken:

1. The parties agreed to limit the trial of this action to the following issues:

(a) Those created by the allegations of the petition and the averments and denials of the answer.

2. At the request of the complaint it is ordered that the complainant have leave to amend the complaint as follows:

No amendments.

3. The parties agreed to stipulate the following facts: None.

4. The parties agreed to admit the following documents: None.

5. The parties agreed to limit the number of expert witnesses to not more than none for complainant; none for defendant.

It is further ordered that the parties furnish the Court with a trial brief as to the issues agreed upon by November 23, 1948.

Trial date November 30, 1948. Trial Time 1 day.

Dated October 6, 1948.

WILFRED H. JAYNE,
J. S. C.

EMERSON RICHARDS
Dept. Att. General Attorney
for Complainant.

STRYKER, TAMS & HORNER,
Attorney for Defendant.
by JOSIAH STRYKER.

Order Fixing Time.

(Filed October 7, 1948.)

And now, this 6th day of October, 1948, upon motion of Emerson Richards, Deputy Attorney General of the State of New Jersey and Attorney for petitioner,

It is ordered that a hearing upon petition heretofore filed in this cause be fixed for the 30th day of November, 1948, at 10 o'clock A. M. at the Court Room, State House Annex, Trenton, New Jersey, and that notice of the time and place of said hearing be given by petitioner by advertising in a newspaper of general circulation in Mercer County once a week for three (3) successive weeks and directing that any person who may claim to be entitled to the personal property mentioned in the petition, or to any part thereof or interest therein, shall file with the Court his claim in writing at least five (5) days prior to the date fixed for the hearing.

(Signed by) Wilfred H. Jayne,
Wilfred H. Jayne, Judge.

Proof of Publication.

(Filed December 17, 1948)

STATE OF NEW JERSEY, MERCER COUNTY, } ss.:

ESCHEAT NOTICE

SUPERIOR COURT OF NEW JERSEY,
EQUITY DIVISION MERCER COUNTY.

(Docket No. 169, Page No. 14)

THE STATE OF NEW JERSEY by Walter D. Van Riper, Attorney General of the State of New Jersey, Plaintiff *vs.* STANDARD OIL COMPANY, Defendant.

CIVIL ACTION.

NOTICE OF ORDER FIXING TIME AND PLACE OF HEARING.

Notice is hereby given that the Superior Court of New Jersey, Equity Division, has fixed a hearing for Tuesday, November 30, 1948 at 10 o'clock A. M., in the Court Room, State House Annex, Trenton, New Jersey, on the petition for escheat to the State of New Jersey of moneys and personal property, consisting of certain shares of stock of the above-named company, dividends declared upon the shares of the said company, bonds and debentures issued by the said company, interest and coupons on bonds and debentures issued by the said company, deposits made with the said company on account of liberty bond subscriptions and other personal property held by, in the possession of or owing by the said company the owners or beneficial owners of, or persons entitled to,

such property having been and having remained unknown for the period of 14 successive years prior to the filing of the said petition, or the whereabouts of such former owners or beneficial owners, or persons entitled, having been and having remained unknown for the period of 14 successive years prior to the filing of the said petition, or such property having remained unclaimed for the period of 14 successive years prior to the filing of the said petition.

The said petition is on file in the office of I. Grant Scott, Clerk of the Superior Court of New Jersey, and is open to the examination of any party in interest.

Any person who may claim to be entitled to the personal property mentioned in the petition, or to any part thereof or interest therein, shall file with the Court his claim, in writing, at least five (5) days prior to the day fixed for the hearing. Unless cause to the contrary is shown, a decree of escheat may be entered.

Dated: October 15, 1948.

EMERSON RICHARDS,
Deputy Attorney General of the
State of New Jersey,
800 Schwehm Building,
Atlantic City, N. J.

Fee $20.70. 10-19-26: 11-2 Times

Proof of Publication.

ALICE G. BARRY being duly sworn according to law, on her oath says that she is Bookkeeper for The Trenton Times (Inc.), publishers of The Trenton Evening Times, a newspaper printed and circulated in the City of Trenton, in the County and State aforesaid, and the deponent further states she has personal knowledge that an advertisement, of which the annexed is a true copy, was published in the issues of October 19-26; November 2, 1948.

ALICE G. BARRY

Sworn and subscribed before me, this 14th day of December, 1948.

A. M. HOPKINS,
Notary Public for N. J.

I hereby certify that the foregoing is a true copy of the original on file in my office.

I. GRANT SCOTT,
Clerk.

Conclusions On Submission of Certain Legal Issues for Determination.

(Filed March 3, 1949.)

Mr. Emerson L. Richards, Special Deputy Attorney General, for the State,

Messrs. Stryker, Tams & Horner (Mr. Josiah Stryker and Mr. Valdemar Beeken, of counsel), for the defendant,

Mr. George K. Large, for United States Tobacco Co. and United Fruit Co.,

Mr. John A. Hartpence, for United States Pipe & Foundry Co.

Jayne, J. S. C.:

In pursuanee of the terms of a legislative enactment entitled "An Act providing for the escheat of certain unclaimed personal property" and its amendments (*R. S. 2:53-15 to 2:53-32, N. J. S. A.*), a petition was filed in the Court of Chancery, in the name of the State of New Jersey, charging that the defendant has custody or possession of certain personal property which, by reason of the occurrence of one or more of the contingencies mentioned in the statute, has escheated to the State. A judgment is sought in this court declaring that the personal property so possessed and retained by the defendant has escheated to the State and directing its delivery to the State Treasurer.

The defendant in a schedule attached to its answer to the petition has revealed its possession of certain property comprehended by the statutory designation of escheatable personable property,

such as unclaimed dividends, debenture interest coupons, Liberty Loan Bond subscriptions, etc., which have for more than fourteen successive years prior to the filing of the present petition remained unclaimed and unpaid because the beneficial owner or person entitled thereto and his address have been unknown.

The defendant denies, however, that such property is now subject to escheat by the State and the averments of the answer introduce for decision, *inter alia*, certain issues of law which have been summarized in the plaintiff's brief in the following fashion:

"A. *Constitutionality:*

"1. That if the escheat statute is construed so as to provide for the escheat to the State of the property here involved, it violates both the New Jersey Constitution and the Constitution of the United States in that it violates the right of the defendant to acquire, possess and protect property, in that it takes the property for the public use of the State of New Jersey without compensation and in that it deprives the defendant of its property without due process of law.

"2. That with respect to the shares of stock listed in Schedule A, the last known domiciles of the record owners of the said shares were outside New Jersey, and to escheat the said shares of stock would deprive the owners thereof of their property without due process of law, in violation of the New Jersey Constitution and the Constitution of the United States.

Conclusions on Submission of Certain Legal Issues for Determination.

"B. *Situs:*

"That many of the persons listed in Schedule A as the former owners, or former beneficial owners, or persons entitled, were never citizens nor residents of the State of New Jersey and that the claims of such persons never had a situs in New Jersey; that if such claims were subject to escheat in any jurisdiction, they would be subject to escheat in the State of the last known domicile of such persons.

"C. *Jurisdiction:*

"1. That this court is without jurisdiction to escheat such property to the State of New Jersey, and a decree of escheat of this court would not protect the defendant from the claims of such other States in which the former owners or former beneficial owners might have been domiciled.

"2. That this court is without jurisdiction to escheat the shares of stock of the record owners thereof, since the last known domicile of such persons was outside New Jersey, and to escheat such property would mean that the record owners or other persons who may now own the same, would be deprived of their property without due process of law; that this would expose this defendant to liability to the true owners of the said shares of stock, which liability might be asserted against the defendant in other states where the defendant is suable, the defendant being suable in a number of other states, or would expose the defendant to escheat proceedings in the states of the last known domiciles of the owners of the said shares of stock.

Conclusions on Submission of Certain Legal Issues for Determination.

"D. *Statute of Limitations:*

"That all causes of action with relation to the said dividends, etc., accrued and arose against the defendant more than six years prior to the passage of the escheat act, as well as more than six years prior to the institution of these proceedings, and that any right of action has been barred by the New Jersey Statute of Limitations; that therefore all claims thereon have been legally extinguished and have become wholly unenforceable against the defendant.

"The defendant asserts that it has a vested right in the defense of the Statute of Limitations as to all such claims, and that the legislature had no power to divest the defendant of such vested right."

At a pre-trial conference it was proposed that it would be advantageous to debate at a preliminary hearing the controversial points essentially of a legal character in their abstract form. Counsel retained in three other similar cases, to wit, *State* v. *United Fruit Company*, docket No. 169/54, *State* v. *United States Pipe & Foundry Company*, docket No. 169/53, and *State* v. *United States Tobacco Company*, docket No. 169/15, have participated. The expectation that numerous additional proceedings would be instituted in pursuance of the purposes of the statute is now a reality. Presently I shall have before me 107.

The briefs of counsel have invited my attention to more than one hundred reported decisions, augmented by numerous references to other sources of information relating to the subject of escheat and to the doctrine of *Bona Vacantia*. I have, despite my current duties, consulted them.

Conclusions on Submission of Certain Legal Issues for Determination.

In this pursuit, however, I have discovered that some of the points of law projected for consideration cannot be preliminarily settled from an abstract presentation because the rulings necessarily implicate their application to a concrete statement of the facts of the particular case. To announce the variations in the law in their apposition respectively to the imaginable divergencies of the facts of such cases would require a composition of inordinate capacity.

Neither shall I be enticed by the abundance of informative material at hand to discuss historically the power of escheat which in this country has subsumed the governmental appropriation of personal property. A legislative recognition of the power to escheat real property may be found in New Jersey as early as February 27, 1828. *Elm. Dig.* 162; *O'Hanlin* v. *Den*, 20 N. J. Law 31, affirmed *Van Kleek* v. *O'Hanlon*, 21 N. J. Law 582. Perhaps the recent enactments in many states have been inspired by the appetite for new sources of needed public revenue but as Mr. Justice Jackson recently remarked, "Escheat, of course, is not to be denied on constitutional grounds merely because the motive of the state savors more of the publican than of the guardian." *Connecticut Mutual L. Ins. Co.* v. *Moore*, 333 U. S. 541, 92 L. Ed. 641, 68 S. Ct. 682. True, the sovereign power of escheat has been obliged to accommodate itself to the processes of evolution in governmental and property innovations, yet its legal vitality has not diminished on the way.

Is our Escheat Act manifestly unconstitutional on its face? In my judgment it is not. The power of the sovereign state to take charge of personal

property evidently so abandoned or unclaimed cannot be successfully controverted, notwithstanding the apprehension that the right to effectuate such power with respect to certain property and in certain special circumstances may be lawfully blockaded. *Anderson Nat'l Bank* v. *Luckett*, 321 U. S. 233, 88 L. Ed. 692, 64 S. Ct. 599, 151 A. L. R. 824; *Hamilton* v. *Brown*, 161 U. S. 256, 40 L. Ed. 691, 16 S. Ct. 585; *Christianson* v. *King County*, 239 U. S 356, 60 L. Ed. 327, 36 S. Ct. 114; *Security Sav. Bank* v. *California*, 263 U. S. 282, 68 L. Ed. 301, 44 S. Ct. 108, 31 A. L. R. 391; *United States* v. *Klein*, 303 U. S. 276, 82 L. Ed. 840, 58 S. Ct. 536; *Provident Inst. for Sav.* v. *Malone*, 221 U. S. 660, 55 L. Ed. 899, 31 S. Ct. 661, 34 L. R. A. (N.S.) 1129; *Cockrill* v. *California*, 268 U. S. 258, 69 L. Ed. 944, 45 S. Ct. 490; *Connecticut Mutual L. Ins. Co.* v. *Moore, supra; Re Melrose Ave.*, 234 N. Y. 48, 136 N. E. 235, 23 A. L. R. 1233; *In re Philadelphia Elec. Co.*, 352 Pa. 457, 43 A. 2d 116; *Germantown Trust Co.* v. *Powell*, 265 Pa. 71, 77, 108 Atl. Rep. 441; *Commonwealth* v. *Dollar Savings Bank*, 259 Pa. 138, 145, 102 Atl. Rep. 569, 1 A. L. R. 1048; *Cunnius* v. *Reading School District*, 206 Pa. 469, 471, 56 Atl. Rep. 16, 98 Am. St. Rep. 790, affirmed 198 U. S. 458, 49 L. Ed. 1125, 25 S. Ct. 721; *Univ. of N. Car.* v. *High Point*, 203 N. C. 558, 166 S. E. 511; *Delaney* v. *State*, 42 N. D. 630, 174 N. W. 290; *In re Forney*, 43 Nev. 227, 184 P. 206, 186 P. 678. 24 A. L. R. 553; *Re Apostolopoulos*, 68 Utah 344. 250 P. 469, 253 P. 1117, 48 A. L. R. 1322; *Re Montello Salt Co.*, 88 Utah 283, 53 P. 2d 727; *21 C. J. 851; 19 Am. Jur. 383; 34 Illinois Law Review 171.*

The point at issue that generates some perplexity and the one that has, I confess, protracted

my deliberations, relates to the availability and effectiveness in these cases of the defense of the statute of limitations where, as here, it is affirmatively interposed by the defendant.

I face an imposing procession of decisions by the courts of this state relating to the essence and affiliated effects of the so-called immunity from suit which arise by operation of the statute of limitations. The proximate pertinency of this subject to these proceedings becomes at once discernible upon the suggestion of the inquiries—whether the immunity conferred by the statute of limitations constitutes a vested right; whether, where invoked, it operates to extinguish the chose in action, the debt, the proprietary interest of the claimant which, as the case may be, is sought to be escheated, and if such is its operative effect, can the legislature by the passage of subsequent legislation revive claims which have theretofore become legally incapable of recovery?

To display the state of the law on this topic in New Jersey, I shall quote liberally from some of our reported decisions.

At the head of our column of authorities is the uniformly cited decision of Chief Justice Beasley in *Ryder* v. *Wilson's Executors*, (1879), 41 N. J. Law 9, in which he stated (at *p. 11*): "The decisions of the courts, so far as my research has extended, are wholly in accord on this subject, and, with one voice, they declare that when a right of action has become barred under existing laws, the right to rely upon the statutory defence is a vested right, that cannot be rescinded or disturbed by subsequent legislation. Judge Cooley, treating of this subject, in his work on Constitutional Limitations, thus states his views: 'As to the

circumstances under which a man may be said to have a vested right to a defence, it is somewhat difficult to lay down a comprehensive rule. He who has satisfied a demand, cannot have it revived against him; and he who has become released from a demand by the operation of the statute of limitations, is equally protected. In both cases, the right is gone, and to restore it, would be to create a new contract for the parties—a thing quite beyond the power of legislation.' *Const. Lim. 369.* And how completely the doctrine thus declared is a legitimate deduction from the authorities, will very plainly appear by a reference to the numerous cases, collected by this same author, in his note on page 368."

Two years later (1881) Justice Dixon delivering the opinion of the Court of Errors and Appeals in *Moore* v. *State*, 43 N. J. Law 203, 206, 208, remarked: "And it has been repeatedly adjudged that a statute which bars all remedy, gives a perfect title, with all its incidents. *Knox* v. *Cleveland*, 13 Wis. 249; *Moore* v. *Luce*, 29 Penna. St. 262; *Leffingwell* v. *Warren*, 2 Black (U. S.) 599; *2 Wash. Real Prop. 574; Cooley's Const. Lim. 365.*

* * * * * *

"It thus, then, appears to be settled by numerour decisions in civil causes, that when a right of action is barred by a statute of limitations, it cannot be revived by act of the legislature, and that when such a right is so barred in favor of one having possession of property, (if there be no conflicting jurisdictions,) the possessor becomes the owner of the property, with all the incidents of ownership, and his title cannot be impaired by

subsequent legislation. Whether these decisions rest upon express constitutional declarations, or upon still deeper principals, underlying all popular government is not so important to the present inquiry as is the fact that the stability of their foundation is assured."

In a dissenting opinion Justice Van Syckel nevertheless expressed the view (at *p. 247*) that: "The legislature may at will repeal all such limitation acts; but when they come to be applied to individual cases, where the limit had expired, titles and property rights acquired and vested under them, as between citizens, before the repeal, are invulnerable. Such rights survive, as individual property, when the law dies.

"The incompetency of the legislature to affect the citizen by the repeal of a limitation act upon suits or contracts, does not rest upon the ground that the statute of limitation is presumed to have entered into the contract and to have become part of it, for that would prevent an enlargement of the time of limitation before the bar attached; but it is founded upon the fact that, by the lapse of time, property rights are acquired.

"A right of action is a property right which may be sold and assigned. Therefore, after the bar has attached, an act of legislation which revives the right to sue, is an act to vest property in one at the expense of another. A statute giving or taking away a right of action, gives or takes away property. That was the case of *Ryder* v. *Wilson's Ex'rs.* in our own courts. *12 Vroom 9.*"

In 1915 Chief Justice Gummere speaking for our Court of Errors and Appeals in *Plahn* v. *Givernaud*, 85 N. J. Eq. 143, 96 Atl. Rep. 40, concerning the principle that a right which has become

vested by the expiration of time cannot thereafter be impaired by legislative enactment, added (at *p. 146*): "It is fully supported by the reasoning of Chief-Justice Beasley in the opinion delivered by him in our supreme court in *Ryder* v. *Wilson's Executors*, 41 N. J. Law 10, and by that of Mr. Justice Dixon, speaking for this court, in the case of *Moore* v. *State*, 43 N. J. Law 203, and meets with our entire approval."

Again in *Ballantine & Sons* v. *Macken*, 94 N. J. Law 502, 110 Atl. Rep. 910, our court of last resort declared (at *p. 503*): "The rule is institutional and fundamental that a party who has become released from a demand, by the operation of the statute, is protected against its revival by a change in the limitation law, the defence of the statute being considered a vested right * * *."

It may well be conjectured that Justice Bradley was advocating the doctrine of his home state of New Jersey when in his dissenting opinion in *Campbell* v. *Holt*, 115 U. S. 620, 630, 29 L. Ed. 483, 6 S. Ct. 209, he said: "Now, an exemption from a demand, or an immunity from prosecution in a suit, is as valuable to the one party as the right to the demand or to prosecute the suit is to the other. The two things are correlative, and to say that the one is protected by constitutional guaranties and that the other is not, seems to me almost an absurdity. One right is as valuable as the other. My property is as much imperiled by an action against me for money as it is by an action against me for my land or my goods. It may involve and sweep away all that I have in the world. Is not a right of defense to such an action of the greatest value to me? If it is not property in the sense of the Constitution, then we

need another amendment to that instrument. But it seems to me that there can hardly be a doubt that it is property.

"The immunity from suit which arises by operation of the Statute of Limitations is as valuable a right as the right to bring the suit itself. It is a right founded upon a wise and just policy. Statutes of limitation are not only calculated for the repose and peace of society, but to provide against the evils that arise from loss of evidence and the failing memory of witnesses. It is true that a man may plead the statute when he justly owes the debt for which he is sued; and this has led the courts to adopt strict rules of pleading and proof to be observed when the defense of the statutes is interposed. But it is, nevertheless, a right given by a just and politic law, and, when vested, is as much to be protected as any other right that a man has."

In *Campbell* v. *Holt, supra,* the Supreme Court of the United States resolved that where lapse of time has not invested a party with title to real or personal property, a state legislature, consistently with the Fourteenth Amendment, may repeal or extend a statute of limitations, even after the right of action is thereby barred, and restore to the plaintiff his remedy, thus divesting the defendant of the statutory immunity from suit. That adjudication, although since reconsidered, has not been overruled.

Realistically, statutes of limitation are legislative expressions of pragmatical public policy. Their sustenance is expediency rather than logic. The effort to give them a congenial place in a syllogistic system of law has aroused considerable diversity of rationalization in our legal philosophy.

Conclusions on Submission of Certain Legal Issues for Determination.

The courts of some states have associated all such statutes with the civil law creed of prescription and hold that they not only blow out the claim but extinguish the right itself. Others have expressed the conviction that such statutes do no more than amputate the right to resort to the courts for the enforcement of the tardy claim and that they are limitations of remedy and not efficacious either in destroying or transposing fundamental rights.

The abstract distinction between substantive rights and remedial or procedural rights is not always smoothly comprehensible. Frankly, I encounter difficulty in regarding something as an "existing right" which is wholly destitute of any remedy either for its assertion or for its invasion. Noticeably our state courts have not been submissive to the reasoning in *Campbell* v. *Holt*, which certainly they are privileged to do in construing any provision of our State Constitution. *Vide, Moore* v. *State, supra,* on p. 207; Art. 1, Par. 1, Constitutions 1844 and 1947.

And so in the consideration of the abstract question here introduced for solution, I find myself in my judicial capacity impinged between the philosophy of our own judicial precedents and the manifestly deliberate intention of the legislature to employ a sovereign power which is essentially analogous to those prerogatives embraced by what we denominate as the police power of the state. *Cf. Camfield* v. *United States,* 167 U. S. 518, 523, 524, 42 L. Ed. 260, 261, 262, 17 S. Ct. 864.

In *Trustees, &c., Public Schools* v. *The Ott & Brewer Co.*, 135 N. J. Eq. 174, 177, 37 A. 2d 832, I had reason to assert: "Broadly stated, it is a rule of universal recognition that a statute of limitation should not be construed to encircle the

government unless it is manifest from the mischief to be reached, the express language employed or by necessary implication therefrom, that the government was in the contemplation of the legislature. The doctrine is distinguished by the ancient and familiar maxim, '*Nullum tempus occurit regi.*' We are told that it probably exists, in some form, in the jurisprudence of every civilized people. It springs from the superior and pre-eminent policy to preserve public rights, revenues and property from injury and loss otherwise resulting from the inadvertence or neglect of public agents. In a representative government under which the people act only through the authority delegated to their agents, the reasons for the application of the doctrine continue to be cogent. The principle has been received with favor by our courts." *Cross* v. *Mayor, &c., of Morristown,* 18 N. J. Eq. 305; *Trustees of Public Schools* v. *City of Trenton,* 30 N. J. Eq. 667; *Jersey City* v. *Hall,* 79 N. J. Law 559, 76 Atl. Rep. 1058; *Guaranty Trust Co. of N. Y.* v. *U. S.,* 304 U. S. 126, 82 L. Ed. 1224, 58 S. Ct. 785.

But it is said with some appreciable logic that the last-mentioned principle is understood to be applicable between the state and its direct and immediate debtor or obligor, but that the claim of the state in a proceeding to escheat is entirely derivative and where as between the original debtor and creditor the debt has become extinct, nothing remains due the creditor to be captured by the state. The insistence is that if the alleged right of the state is derivative, the state can only acquire the rights of the unknown owner subject to the defense which the defendant has a vested right to plead if sued by the beneficial owner.

Conclusions on Submission of Certain Legal Issues for Determination.

Guaranty Trust Company v. *United States, supra,* based upon *King* v. *Morrall,* 6 Price 24, 146 Eng. Reports, Full Reprint, Exch. Bk. 2; *United States* v. *Buford,* 3 Peters 12, and *Lambert* v. *Taylor,* 4 B. & C. 138, 107 Eng. Reports, Full Reprint, K. B. Bk. 36.

I am, of course, requested for present purposes to assume that the claim sought to be captured by the state was already barred by limitation against suit before the passage of our escheat statute and before the institution of these proceedings.

The common law abhorred the idea that ownership of property should be in abeyance or *in nubibus,* hence in the case of the failure of ownership of personal property arose the doctrine of *bona vacantia.* I am not at all convinced that *under the common law* the doctrine extended to personal property of which the owner was merely unknown or whose whereabouts was unknown. *Holdsworth, A History of English Law,* 2d ed. 495, 496. I believe the doctrine to have been confined to personalty to which no one was lawfully entitled or which no one was legally capable of receiving by succession. The power, modernly recognized, to escheat personal property which appears evidentially to have been abandoned or unclaimed by its owner, is a creature of legislation enacted in the exercise of the governmental police power. *Vide, Illinois Bell Telephone Co.* v. *Slattery* (C. C. A. 7th, 1939), 102 F. 2d 58; *Re Montello Salt Co., supra; "Bona Vacantia,"* by F. A. Enever. And so it would appear that the state had no common law proprietary interest in the so-called abandoned and unclaimed personal property and no statutory claim thereto until the passage of the enactment here implicated.

Conclusions on Submission of Certain Legal Issues for Determination.

Former Vice Chancellor Fielder had in contemplation the interposition of the statute of limitations in escheat proceedings in his consideration of *State* v. *Commercial Trust Co. of N. J.*, 139 N. J. Eq. 12, 18, 49 A. 2d 680. He alluded to the possibility that the liability of the defendant may have been terminated by the statute of limitations.

The relatively few decisions elsewhere concerning the potentially or ascendency of the defense of the statute of limitations invoked by the possessor of the personal property in escheat proceedings are all in jurisdictions in which, like Pennsylvania, the long-established and adopted conception is that statutes of limitation supply only a procedural limitation and do not embrace substantive rights. *Vide, In re Philadelphia Electric Co., supra.*

Obviously, the decision in *Chase Securities Corp.* v. *Donaldson*, 325 U. S. 304, 89 L. Ed. 1628, 65 S. Ct. 1137, rests upon the same hypothesis. It appropriately follows the path made by the decision in *Campbell* v. *Holt*, but manifestly our state courts of highest authority have not done so. Indeed, in *Ballantine & Sons* v. *Macken*, *supra*, our Court of Errors and Appeals, notwithstanding the citation of the decision in *Campbell* v. *Holt*, nonetheless resolved that the defense of the statute of limitations should in our state be regarded as a vested right, notwithstanding the fact that tangible property is not involved. Accord, *34 Am. Jur. 39, § 35.*

I am therefore constrained to conclude that where a right of action has become barred under the provisions of a statute of limitations, the statutory defense is in the existing law of this

state a vested right. In declaring it to be our present law, I mean I cannot help believing it to be so. I am not insensible to the touch of the legislative object sought to be attained for the financial betterment of the state which may be in some degree thereby abridged. Nevertheless I cannot with judicial propriety in this trial court ignore the fountains of our domestic law or attempt to hoe out the precedents which with the approbation of a lengthy span of time have been allowed to take firm root. Let my conviction of the law be confirmed or denied by those who are better equipped in the judicial function.

However, what does my present declaratory opinion anent the abstract point portend in the way of a final judgment in these cases? The vital issues will depend upon the substratum of fact in each proceeding. At what time and upon what event did the statute of limitations begin to toll in the given case, or has it not yet tolled, or was the relationship one of trust to which the statute is not to be rigidly applied in equity? For example, in what manner, if at all, is the statute of limitations to be applied to unclaimed wages and salaries, commercial bank checks, unpaid certified checks, undemanded debenture coupons, balances of Liberty Loan subscriptions, and dividends on capital stock?

Those diversified issues as well as those relating to the situs of the *res* and to the place of residence of the reputed owner are not practicably susceptible to abstract predeterminations. It is not the function of a court to supply answers to a book of hypothetical riddles.

Conclusions on Submission of Certain Legal Issues for Determination.

It may be informative for me to make some comment upon the requisites of the notice to be published in conformity with the probable intent and interpretation of *R. S. 2:53-21, N. J. S. A.*

Frankly, I regard the impoverished provisions pertaining to the notice to be given as an infirmity in the act, but not a mortal one. Viewed in its entirety the statute does afford a claimant a day in court. It also authorizes resort to service by publication. Due process requires such a notice to be reasonably adequate in its information and publication to safeguard the right comprehended by the Constitution. *Anderson National Bank* v. *Luckett, supra; Security Savings Bank* v. *California, supra; Hyman* v. *Muller,* 62 A. 2d 221.

I accordingly recommend to the Department of Law that in addition to "a summary of the order designating the time and place of hearing," the notice should also contain the names and last-known addresses, and amounts of money or character of property belonging to any such person or for whose benefit it is held. See *Purdon's Pa. Stat. Ann. Title 27, § 438.*

Order Fixing Time and Place of Final Hearing.

(Filed March 21, 1949.)

AND NOW, this 21st day of March, 1949, upon motion of Emerson Richards, Deputy Attorney General of the State of New Jersey and Attorney for petitioner,

IT IS ORDERED that a hearing upon the petition heretofore filed in this cause be fixed for the 27th day of April, 1949, at 10:00 o'clock A. M., at the Court Room, State House Annex, Trenton, New Jersey, and

IT IS FURTHER ORDERED that notice of the time and place of final hearing be given by petitioner, in accordance with the provisions of R. S. 2:53-21, by advertising in a newspaper of general circulation in Mercer County once a week for three (3) successive weeks, addressed to and containing the last known names and addresses of the persons or corporations apparently having unclaimed beneficial interest in, or ownership of, the personal property sought to be adjudged to escheat to the State in this cause, and directing that any of the said persons or corporations or any other person or corporation claiming a beneficial interest in, or ownership of, the personal property or any part of the personal property mentioned in the petition, shall file with the Court his or its claim in writing, at least five (5) days prior to the date fixed for the hearing, PROVIDED HOWEVER, that in the event the value of the personal property of any one apparent owner is less than Fifty ($50) Dollars, the advertisement need not contain the name or address of such person or corporation.

S/ WILFRED H. JAYNE,
Judge, S. C.

Order of Substitution.

(Filed March 25, 1949.)

It is on this 23rd day of March, 1949, ORDERED that Theodore D. Parsons, Attorney General of New Jersey, be and is hereby substituted for Walter D. Van Riper whose name appears as Attorney General of New Jersey in papers heretofore filed in the above entitled cause.

BE IT FURTHER ORDERED that in any other matter now pending before this Court in the application of the State to escheat monies and personal property, that the name of Theodore D. Parsons be substituted for and instead of Walter D. Van Riper as Attorney General of New Jersey and as Attorney for the plaintiff in any such Escheat matter.

WILFRED H. JAYNE,
J. S. C.

Affidavit of Publication.

(Filed April 20, 1949.)

STATE OF NEW JERSEY,
MERCER COUNTY, } ss.

SUPERIOR COURT OF NEW JERSEY,
CHANCERY DIVISION
MERCER COUNTY, DOCKET 169/14

THE STATE OF NEW JERSEY, by Theodore D. Parsons, Attorney General of New Jersey, Plaintiff, *vs.* STANDARD OIL COMPANY, Defendant.

Civil Action

NOTICE OF ORDER FIXING TIME AND PLACE OF HEARING.

Notice is hereby given to the persons named below, and to any other person or corporation claiming a beneficial interest in or ownership of, the personal property described below, that the Superior Court of New Jersey, Chancery Division, has fixed a date for final hearing for Wednesday, the 27th day of April, 1949 at 10 o'clock A. M., in the Court Room, State House Annex, Trenton, New Jersey, on the petition for escheat to the State of New Jersey of moneys and personal property, consisting of shares of stock of the above-named company, dividends declared upon the shares of stock of the said company, bond and debentures issued by the said company, interest and coupons on bonds and debentures issued by the said company, deposits made with the said company on account of liberty bond subscriptions, unpaid wages and other personal property held by, in the possession of or owing by the said com-

pany, the owners or beneficial owners of, or persons entitled to, such personal property having been and having remained unknown for the period of fourteen (14) successive years prior to the filing of said petition, or the whereabouts of such former owners or beneficial owners, or persons entitled, having been and having remained unknown for the period of fourteen (14) successive years prior to the filing of the said petition, or such property having remained unclaimed for the period of fourteen (14) successive years prior to the filing of the said petition, and including the following:

Joseph F. Cormore
Rm. 912, 1 Exchange Place, N. Y. C.
Unclaimed Dividends $37.50

Arturo Fernandez
Calle 56 No. 486 Merida, Yuc., Mexico
Unclaimed Dividends $66.15
and 4 shares Common stock

Mrs. Eleanor C. Hildebrand
c/o Union & Planters Bank & Trust Co.,
Memphis, Tenn.
Unclaimed Dividends $37.50

Albert J. Kalmary
212 Freeman St., N. Y. C.
Unclaimed Dividends $25.00

Robert E. L. Night, Jr.
c/o American Exchange National Bank,
Dallas, Texas
Unclaimed Dividends $50.00

Richard C. Kroggel
149 15th St., Wheeling, Va.
Unclaimed Dividends $25.00

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Mrs. Janice A. Patterson
1673 Columbia Rd., Wash., D. C.
Unclaimed Dividends $36.34

Joseph B. Webster
325 Lake St., River Forest, Ill.
Unclaimed Dividends $37.47
and 3 shares Common stock

Mrs. Emma Westenhaver
Logan, Ohio
Unclaimed Dividends $25.00

Mrs. Elizabeth A. Donovan Duffley
Hotel Biltmore, 43rd St. &
Madison Ave., N. Y. C.
Unclaimed Dividends $52.50

Mrs. Anne W. Geigerman
Sherman Square Hotel, Broadway
& 70th St., N. Y. C.
Unclaimed Dividends $43.75

Jacob J. Hawes
101 E. 41st St., Kansas City, Mo.
Unclaimed Dividends $35.00

Miss Frances E. Beaudett
86 Woodside Terrace, Springfield, Mass.
1 share Common stock
Unclaimed Dividends $7.47

Mrs. Christina Bolton
106 Bogard St., Charleston, S. C.
1 share Common stock
Unclaimed Dividends $15.27

Douglas Clark
648 Maple Avenue, Elizabeth, N. J.
1 share Common stock
Unclaimed Dividends $4.72

Affidavit of Publication.

Eugene Denos
342 W. 22nd St., N. Y. C.
3 shares Common stock
Unclaimed Dividends $11.17

John P. Hale
15 Claremont Ave., N. Y. C.
5 shares Common stock
Unclaimed Dividends $4.87

Walter E. Johnson
36 Irving St., West Springfield, Mass.
1 share Common stock
Unclaimed Dividends $11.50

Leopold T. Sanchez
Calle De Bucarelli No. 41, Mexico
5 shares Common stock
Unclaimed Dividends $1.88

William T. Sanders
1208 Kearney Stores, Manhattan, Kan.
1 share Common stock
Unclaimed Dividends $1.22

Mrs. Agnes S. Thompson, Route 1,
Box 256, Watsonville, Calif.
1 share Common stock
Unclaimed Dividends $3.22

The said petition is on file in the Office of I. Grant Scott, Esq., Clerk of the Superior Court of New Jersey, and is open to the examination of any party in interest.

Any person who may claim to be entitled to the personal property mentioned in the petition, or to any part thereof or interest therein, shall file with the Court his claim, in writing, at least five (5) days prior to the day fixed for the hearing.

Affidavit of Publication.

Unless cause to the contrary is shown, a decree of escheat may be entered.
March 21, 1949.

EMERSON RICHARDS,
Deputy Attorney General of the
State of New Jersey,
800 Schwehm Building,
Atlantic City, N. J.

Fee $70.65 3|28; 4|4-11 Times

ALICE G. BARRY being duly sworn according to law, on her oath says that she is Bookkeeper for The Trenton Times (Inc.), publishers of The Trenton Evening Times, a newspaper printed and circulated in the City of Trenton, in the County and State aforesaid, and the deponent further states she has personal knowledge that an advertisement, of which the annexed is a true copy, was published in the issues of March 25; April 4-11, 1949.

ALICE G. BARRY

Sworn and subscribed before me
this 11th day of April, 1949.

ANN M. HOPKINS,
Notary Public for N. J.

Stipulation of Facts.

(Filed June 1, 1949.)

And now, this first day of June, 1949, it is agreed between Emerson L. Richards, Special Deputy Attorney General, Attorney for the State of New Jersey, Petitioner, and Stryker, Tams & Horner, by Josiah Stryker, Attorneys for Standard Oil Company, Defendant, that the following facts shall be made part of the record at the trial of the cause, as though established by the evidence:

1. Standard Oil Company is a body corporate organized in 1882 under the laws of the State of New Jersey, and has its registered office at 117 Main Street, Flemington, New Jersey.

2. The authorized capital stock of Standard Oil Company at the time of its incorporation was $3,000,000.00, divided into 30,000 shares of the par value of $100.00 per share.

3. The authorized capital stock of the said defendant was changed from time to time as follows:

March 19, 1892—Increase in Capital Stock from $3,000,000 to $10,000,000 divided into 70,000 shares of the par value of $100 each.

June 16, 1899—Increase in Capital Stock from $10,000,000 to $110,000,000 divided into 1,000,000 and 100,000 shares of the par value of $100 each, 100,000 shares to be preferred stock and 1,000,000 shares common stock.

August 18, 1919—Increase in Capital Stock from $110,000,000 to $200,000,000 divided into 2,000,000 shares of the par value of $100 each,

1,000,000 shares to be preferred stock and 1,000,000 shares to be common stock;

May 5, 1920—Increase in Capital Stock from $200,000,000 to $300,000,000 divided into 3,000,000 shares of the par value of $100 each, 2,000,000 shares to be preferred stock and 1,000,000 shares to be common stock.

December 20, 1920—Increase in Capital Stock from $300,000,000 to $310,000,000 divided into 2,000,000 shares of the par value of $100 each to be preferred stock and 4,400,000 shares at a par value of $25 per share to be common stock.

November 10, 1922—Increase in Capital Stock from $310,000,000 to $825,000,000 divided into 2,000,000 shares of the par value of $100 each to be preferred stock and 25,000,000 shares of the par value of $25 per share to be common stock.

June 7, 1927—Decrease in Capital Stock from $825,000,000 to $750,000,000 divided into 30,000,000 shares of the par value of $25 each, all of one class.

June 8, 1948—Increase in Capital Stock from $750,000,000 to $875,000,000 divided into 35,000,000 shares of the par value of $25 each, all of one class.

DIVIDENDS.

From time to time, dividends upon the shares of capital stock of the defendant were declared and made payable on a specified date by appropriate action of the Board of Directors.

Prior to 1918, upon the declaration of a dividend, a sufficient amount of cash to pay the said

dividend was deposited in the National City Bank in the City of New York, in a dividend disbursing account in the name of the said defendant.

Checks were then drawn by the defendant against its said account in the National City Bank, to the order of stockholders recorded as such on the records of the company, for the amount of the dividend payable on their respective shares of stock, in accordance with the aforesaid declaration of dividends.

Dividend checks for the dividends so declared were mailed the day before the date fixed by resolution of the Board of Directors for the payment thereof to stockholders of record at the addresses shown on the records of the company as the stockholders' respective addresses. The proper postage was affixed to the envelopes containing the checks so mailed, and the return address of the defendant was placed on the outside of said envelopes.

Upon endorsement and presentation of such dividend checks, the amounts thereof were paid by the National City Bank and charged against the defendant's dividend disbursing account in the said bank.

The National City Bank prepared and delivered to the defendant periodic statements as to the state of the said account of the defendant in the said bank, showing the amount paid upon all dividend checks which had been presented. These periodic statements also showed the interest due to defendant on said account, which interest was paid to defendant by a check of the bank and thereafter credited by defendant to an account on its books designated "Interest Account."

Stipulation of Facts.

The balance in the dividend account at any one time amounted to the aggregate of dividend checks which had been returned by the post office plus the aggregate of checks which had been mailed as aforesaid but which had not been returned by the post office and had not been presented for payment.

If, at the time a dividend was declared and payable, there was a balance remaining in the dividend disbursing account of the defendant, sums deposited to disburse the subsequent dividend were mingled with the balance remaining from the earlier dividend or dividends.

It was the practice of the defendant, when issuing a check for the payment of any claim against it, to record the amount of such check on the books of the defendant as paid, irrespective of whether such check was thereafter returned by the Post Office or never presented for payment. Some time after such checks were issued and not presented, the amounts thereof were credited to a bookkeeping account of the defendant "Unclaimed Bank Checks." This practice was followed with respect to dividends in the manner hereinafter described.

Prior to 1918, upon the deposit in the dividend disbursing account of the defendant in the National City Bank of the amount of the dividend to be disbursed, the entry in the general books of the defendant charged the account "Dividends Paid" with the amount of the dividend, to record the reduction in surplus effected by the dividend, and credited the account "Accounts Payable."

The credit to "Accounts Payable" was offset on the same date by an entry in the Treasurer's Department "Cash Payments" record, in which

"Accounts Payable" was charged and a general bank account of the Company was credited, i. e. reduced by the amount of the check issued to disburse the dividend.

The "Cash Payments" record was summarized at the close of each month and its contents recorded in the general books of the defendant through entries made in the Comptroller's Department. This summary included not only the check for dividends but all cash payments and all checks sent out during the month.

At the end of each year the aggregate of the amounts in the "Dividends Paid" account, i. e. the aggregate of the deposits made during the year to disburse dividends were either transferred to "Earnings" or some other profit and loss summary account, or transferred directly to a surplus account. Such amounts all ultimately found their way into the surplus account.

Unclaimed dividends were not recorded on the general books of the defendant until sums in the dividend disbursing account, corresponding to the uncashed dividend checks, were withdrawn from the said dividend disbursing account in the National City Bank by a check drawn by the Treasurer's Department, and deposited in a general bank account of the defendant.

At that time an entry was made through the "Cash Receipts" record of the Treasurer's Department, charging (increasing) "Cash in Banks" the general bank account, and crediting (increasing) "Unclaimed Dividends." At a subsequent date amounts in "Unclaimed Dividends" which remained unclaimed were taken as income by an entry charging (reducing) "Unclaimed Dividends" and crediting "Earning," as set forth in the following three paragraphs.

Stipulation of Facts.

In 1904 the defendant withdrew from the said dividend disbursing account, the sum of $1.50, corresponding to a dividend check of the same amount drawn to the order of, and mailed to, "Trustees to liquidate Standard Oil Trust," which check had never been presented for payment. This sum was then deposited in a general bank account of the defendant and the amount credited to "Unclaimed Dividends" in the same year. In 1908 the amount was transferred to "Earnings."

In 1908 the defendant withdrew from the said dividend disbursing account, the sum of $12.00, corresponding to a dividend check of the same amount drawn to the order of, and mailed to, one Louis Hineman, which check had never been presented for payment. This sum was then deposited in a general bank account of the defendant, the amount credited to "Unclaimed Dividends," and thereafter transferred to "Earnings," all in 1908.

In 1930 defendant drew a check to its own order for $97, being the balance of the dividend disbursing account at that time in the National City Bank, and closed out the account. This amount was then credited to "Unclaimed Dividends" and, thereafter, in 1938, taken into "Earnings," as aforesaid.

The defendant has no records with respect to the period prior to 1918, which show what dividend checks were returned by the post office undelivered to the addressees. The defendant's files show that returned checks were received by the Transfer Department and that an attempt was made to locate the addressees.

During this period, the Auditors compiled lists of checks delivered by the post office but never cleared. Such lists are not now available.

Stipulation of Facts.

There is no information avaliable to show whether, if a dividend check was returned by the post office and no new address was obtained, subsequent dividend checks were mailed to the same stockholder at the same address.

As shown in "Schedule A" annexed to the answer, dividends payable prior to 1918, but never claimed, amounting to $110.50, were closed out in 1908 and 1938 by a transfer to "Earnings."

"Schedule A" attached to the answer contains no details of the unclaimed dividends which were payable prior to 1918. Defendant has ascertained from its records, however, certain details of such claims, which information is set forth in "Exhibit 1" annexed to this stipulation.

Of the amount of said unpaid dividends shown in "Schedule A", $25 thereof was paid to one George E. Coleman during the year 1948 and prior to the commencement of the within proceedings. Such $25 was inadvertently included in "Schedule A" annexed to the answer and has been omitted from said "Exhibit 1" annexed to this stipulation.

In a few instances, prior to the institution of the within proceedings, persons to whom unpaid dividends constituting part of the dividends declared prior to 1918 were originally payable or their legal representatives requested payment thereof, and after being satisfied that the persons requesting such payment were the ones to whom such dividends were originally payable, or their legal representatives, the defendant paid to them the amount of such dividends.

The payments to George E. Coleman, aforesaid, were made more than 6 years after such dividends became payable. Such payments were made as a matter of Company policy for the pur-

pose of maintaining amicable relations with stockholders without any consideration of the question whether or not the claims therefor were barred by the Statute of Limitations.

The defendant always mailed checks for dividends to each stockholder of record on the day next before such dividends were payable. It never made any arrangement with any stockholder to hold any dividend for the account of any stockholder.

The unpaid dividends shown in "Schedule A" of the answer and "Exhibit 1" attached to this stipulation as having been payable prior to 1918, were due and payable more than fourteen years prior to the institution of the within proceedings and remain unpaid to the present time.

The defendant has no records which show that, with the exception of the aforementioned George S. Coleman, any stockholder listed in "Exhibit 1" attached to this stipulation as formerly entitled to dividends payable prior to 1918 has made any express demand for payment thereof.

In 1918, the Guaranty Trust Company of New York, a Corporation organized under the banking laws of the State of New York, with offices in New York, and carrying on its stock transfer and dividend disbursing activities solely within the State of New York, was appointed as transfer agent for the defendant, and the latter's stockholder lists were turned over to the said Trust Company. Thereafter, when notice of a declaration of a dividend was given by defendant to said Trust Company, the latter advised the defendant of the amount necessary to disburse the dividend, and defendant, prior to the date fixed for the payment of the dividend, deposited with the said Trust Company a sum sufficient to disburse the said dividend.

The money so deposited was mingled with the general funds of the Trust Company in the same manner as any general commercial deposit would be, and always remained so mingled.

Prior to 1942, the said Guaranty Trust Company, then drew its own checks against itself to the order of the stockholders of record of the defendant for the amount of the dividend payable on their respective shares of stock, in accordance with the aforesaid declaration of dividends. A specimen of the checks so mailed is attached hereto and marked "Exhibit 6". From 1942 to date, the dividend checks mailed by the said Trust Company have been the checks of the defendant signed by an employee of the said Trust Company who is authorized to sign such checks for the defendant.

The said dividend checks were mailed in envelopes with the name and address of said Trust Company on the outside thereof and with the proper postage affixed thereto, on the last business day preceding the date fixed by the resolution for the payment of the dividend, to the stockholders shown to be of record on the list of stockholders in the custody and possession of the Guaranty Trust Company.

When the defendant deposited with the Trust Company an amount sufficient to disburse the dividend, it charged a "Dividends Paid" account on its general ledger with such amount, and credited "Accounts Payable" accordingly. The credit to "Accounts Payable" was offset on the same date by an entry in the Treasurer's Department "Cash Payments" record, in which "Accounts Payable" was charged and a general bank account of the defendant was credited. The amounts deposited for the payment of dividends

in each calendar year were recorded in the account "Dividends Paid".

The amounts so deposited in each annual period were ultimately recorded in the surplus accounts, though, in some instances, the aggregate of such amounts was transferred to "Earnings", representing the current year's profit and loss summary, the balance of which was in turn transferred to a surplus account.

When a deposit was made by the defendant and the checks were mailed out, a general ledger account of the Trust Company entitled "Dividend Checks Outstanding" was credited with the aggregate amount of the checks so mailed. This account was a permanent cumulative one and the aggregate of all the dividend checks of all the corporations for which the Trust Company disbursed dividends was credited to and mingled in this account. As checks were presented and paid, the said "Dividend Checks Outstanding" account on the general ledger was correspondingly debited.

About three months after any check had been returned by the post office as undelivered, it was cancelled, and the aforesaid general ledger "Dividend Checks Outstanding" account was debited with the amount thereof. At the same time this debit was made, another general ledger account of the Trust Company entitled, "Unclaimed Dividend Checks" was correspondingly credited. This latter account was also a permanent cumulative one and reflected dividend checks returned by the post office with respect to all the different dividends declared by all the corporations for which the Trust Company disbursed dividends.

It was impossible to ascertain from the foregoing "Dividend Checks Outstanding" account what portion of the balance thereof represented

checks of the Trust Company representing dividends on stock of the defendant which were outstanding but had not been presented. It was likewise impossible to ascertain from the foregoing "Unclaimed Dividend Checks" account what portion of the balance thereof represented dividend checks of the Trust Company representing dividends on stock of the defendant which had been returned by the post office as undelivered.

The bookkeeping division of the Trust Company also maintained intermediate ledger control sheets for each separate dividend declaration by each corporation for which the Trust Company disbursed dividends. These sheets were also designated "Dividend Checks Outstanding" and were opened by a credit in the amount of the deposit made by the corporation to disburse the dividend. As checks were presented and paid, the sheets were debited accordingly, at the same time the above mentioned "Dividend Checks Outstanding" account on the general ledger of the Trust Company was debited. Checks returned by the post office were likewise debited to such sheets at the same time the "Unclaimed Dividend Checks" general ledger account was credited, as aforesaid.

The records of the bookkeeping division of the Trust Company did not show or reflect what dividend checks had been returned by the post office, but only those which were outstanding.

The auditing division of the Trust Company maintained subsidiary control records with respect to each dividend payable by the defendant, which records listed the names of the stockholders of defendant to whom dividend checks were

mailed. If any such check was returned by the post office a notation thereof was made against the name of the stockholder to whom the check was mailed. If the dividend was later paid, a notation of such payment was likewise made against the name of said stockholder.

Subsidiary control records of the same nature as those kept with respect to dividend checks representing dividends on stock of the defendant, returned by the post office, were also maintained by the auditing division of the Trust Company with regard to such dividend checks which were not returned by the post office but not presented. If any check shown on these records as outstanding was thereafter presented and paid, a notation of payment was made against the name of said stockholder.

These subsidiary control records of the auditing division were maintained by the Trust Company for its own convenience and treated each dividend disbursement of dividends on stock of the defendant separately. The entries made therein were not debit or credit entries in a bookkeeping or accounting sense.

To ascertain the total of the checks for dividends on stock of the defendant which had been returned by the post office and not thereafter paid, it was necessary to consult the said auditing division's subsidiary control records set up with respect to all the different dividends declared by defendant for which the bank had mailed its checks as aforesaid.

During the years when it was customary for banks to pay interest on commercial checking accounts, the Trust Company paid to the defendant interest on all its commercial accounts, in-

cluding the balance of funds deposited by the defendant with the bank to disburse dividends, which balance represented the aggregate of unpaid dividend checks. The check of the bank for the interest due accompanied such statement. The amount of the check was then credited by defendant to its "Interest Account".

The defendant has not recalled from the Trust Company the amounts of dividend checks which have remained unpaid.

Accordingly, dividends shown on the records of the Trust Company as unpaid were not closed out by transmittal of the amount thereof to the defendant.

As heretofore stated, if a check was returned by the post office but the dividend later paid, it was closed out by a debit to the said mingled "Unclaimed Dividend Checks" account on the general ledger of the Trust Company, and a notation of payment was made on the subsidiary control records maintained by the auditing division of the Trust Company.

If a check which was reflected on the Trust Company's records as not returned by the post office but unpresented was thereafter paid, it was closed out by a debit to the said mingled "Dividend Checks Outstanding" account on the general ledger of the Trust Company, and a notation of payment was made on the subsidiary control records maintained by the auditing division of the Trust Company. Any such payment of a check previously reflected as unpresented was also closed out by a debit to the intermediate ledger control sheets maintained by the bookkeeping division as aforesaid.

Stipulation of Facts.

From time to time, prior to the institution of the within proceedings, persons to whom unpaid dividends constituting part of the dividends declared prior to July 27, 1934 were originally payable, or their legal representatives, requested payment of such dividends, and after being satisfied that the persons requesting such payment were the ones to whom such dividends were originally payable, or their legal representatives, the said Guaranty Trust Company paid to them the amount of such dividends.

Some of these payments were made six years or more subsequent to the date when the dividends became due and payable. Such payments were made as a matter of Company policy for the purpose of maintaining amicable relations with stockholders without any consideration of the question whether or not the claims therefor were barred by the Statute of Limitations.

The said Guaranty Trust Company always mailed checks for dividends to each stockholder of record on the day next before such dividends were payable. It never made any arrangement with any stockholder or with the Standard Oil Company to hold any dividend for the account of any stockholder.

Where a dividend check was returned by the post office, or if not so returned was not deposited, and no new address was obtained, the number of checks which were thereafter mailed by the Trust Company to the same address depended upon the particular circumstances.

In such cases, the Trust Company always made some attempt to locate the stockholder.

"Schedule A", attached to defendant's answer filed in the within proceedings, includes a list of dividends constituting part of the dividends de-

clared and made payable between January 1, 1918 and January 1, 1934, which dividends so listed remain unpaid to the time of the institution of the within proceedings, together with the names and last known addresses of the persons shown on the records of the said Trust Company as the owners, at the time the said dividends became payable, of the shares of stock upon which such dividends were payable.

Subsequent to the service and filing of defendant's answer in the within proceedings, the said Guaranty Trust Company discovered a record of other dividends of defendant payable between 1918 and July 27, 1934, which have never been claimed.

The said Trust Company has prepared a revised list of such unclaimed dividends payable within this period, which list embodies the above-mentioned unclaimed dividends shown in Schedule A of the answer and those recently discovered by the said Trust Company.

This list shows, with respect to each stockholder, the amount of unclaimed dividends which are attributable to dividend checks returned by the post office, and the amount attributable to checks not returned by the post office but never presented for payment. The latter are designated on this list as "outstanding".

The said revised list is annexed to this stipulation and marked "Exhibit 2". It supersedes and takes the place of the above mentioned list of similar unclaimed dividends shown in "Schedule A" annexed to the answer, and the latter list is to be disregarded.

The dividends so listed in "Exhibit 2" were due and payable more than fourteen years prior to the institution of the within proceedings, and remain unclaimed to the present time.

Stipulation of Facts.

The stockholders so listed in "Exhibit 2" have not, from the date the dividends became payable to the present time, made any express demand for the payment of the amount of the dividends shown opposite their respective names in "Exhibit 2".

All the persons shown in "Exhibit 2" have either, (1) transferred of record prior to July 27, 1934 the shares of stock upon which such dividends were payable, or (2) received and cashed subsequent to July 27, 1934, a check or checks for dividends payable on such stock after such date, which checks were mailed to the stockholder's address of record.

SHARES OF STOCK.

"Schedule A" attached to the answer includes a list of eleven individuals shown on the records kept by the Guaranty Trust Company, as the present record owners of the number of shares of stock of defendant set opposite their names.

This list also includes claims for unpaid dividends which arose subsequent to July 27, 1934, together with certain other unpaid claims flowing out of the ownership of the said stock, which other unpaid claims also arose subsequent to July 27, 1934.

The said individuals have been the owners of record of such shares of stock for more than 14 years prior to the institution of the within proceedings.

The said individuals are among those shown elsewhere in "Schedule A" as having failed to claim dividends of the defendant payable more than 14 years prior to the commencement of the within proceedings.

The number of shares of stock of defendant standing of record in the names of these individ-

uals, together with the unpaid dividends and other claims which arose subsequent to July 27, 1934, were reported in "Schedule A" because at that time the defendant did not know that such individuals had received any checks for dividends payable within the 14 years immediately prior to the commencement of these proceedings.

Subsequent to the service and filing of the answer of defendant in the within proceedings, the said Trust Company has reexamined its records with respect to the foregoing stockholders.

It has discovered that certain of these stockholders have either received and cashed subsequent to July 27, 1934, a check or checks for dividends payable after such date, or presumably have received, subsequent to July 27, 1934, a check or checks for dividends of the defendant payable after that date, which were mailed to the addresses of record of such stockholders in envelopes having the proper postage affixed thereto and bearing the return address of the Guaranty Trust Company, but which envelopes have never been returned by the post office.

The said Trust Company has accordingly prepared a revised list of such stockholders in which it has omitted any reference to those individuals who, as aforesaid, have either received or cashed, subsequent to July 27, 1934, checks for dividends of the defendant payable after that date.

The said revised list is annexed to this stipulation and marked "Exhibit 3". It supersedes and takes the place of the similar list shown in "Schedule A" of the answer, and the latter list is to be disregarded.

"Exhibit 3" annexed to this stipulation also shows dividends of the defendant payable to the

above mentioned stockholders prior to July 27, 1934, which have never been claimed. Dividend checks not returned by the post office but never presented for payment have been designated "outstanding".

The said individuals in whose names the foregoing shares of stock are listed on the records kept by the said Guaranty Trust Company have failed to receive checks for dividends payable on such stock for more than 14 years immediately prior to the institution of the within proceedings and up to the present time. They are the only present stockholders of record of defendant who fall within this class.

Neither the defendant nor said Trust Company knows any address of such individuals other than the addresses shown in "Exhibit 3" as the last known addresses of such persons.

Neither the defendant nor the Trust Company has custody or possession of any certificate of the shares of stock set forth in "Exhibit 3", nor do they have any knowledge with respect to whether the individuals shown in "Exhibit 3" as the record owners thereof are in fact the present owners of such stock.

When a notice to a stockholder was mailed by the defendant or the Trust Company, but returned undelivered, subsequent notices to such stockholder were mailed to the same address until a new address was obtained.

UNPAID WAGES AND SALARIES.

In the conduct of its business, the defendant employed various persons in the State of New Jersey and elsewhere at varying rates of wages.

Stipulation of Facts.

Prior to 1924 or 1925, wages and salaries were paid in cash. The money was withdrawn from a general commercial bank account, and the mechanics of payment were handled by a payroll master. Where any wages or salaries were unclaimed, the payroll master, after a short time, redeposited the money in the bank account from which it had been withdrawn and an account on the books of the defendant entitled "Unclaimed Wages" was credited (increased) with the amount thereof.

From 1924 or 1925 to 1927, each refinery of the defendant kept its own payroll account in a local bank, upon which checks were drawn to meet wages and salaries. A short time after any such checks were unclaimed, the aggregate amount of such unclaimed checks was withdrawn from the payroll account and deposited in a general bank account. The said "Unclaimed Wages" account of the defendant was then credited (increased).

A number of such persons whose services to the defendant were rendered in the State of New Jersey, under such employment, did not receive certain of the wages or salaries payable to them by reason of their services to the defendant because they ceased to be employed by the defendant without claiming such unpaid wages.

Such employees were hired either by the day, week or month and all ceased to be employed by the defendant prior to July 27, 1934.

"Schedule A" attached to the defendant's answer, sets forth aggregate amounts of unpaid wages and salaries of persons whose services to the defendant were rendered in the State of New Jersey during the years 1904 to 1927, inclusive. These are the only unpaid wages and salaries of

such a character that the defendant has any record of. The defendant had no employees in the State of New Jersey after 1927.

As far as the defendant's records show, none of the individuals to whom such unclaimed wages or salaries were payable has made any express demand for payment thereof from the time such wages or salaries were payable.

The books and records of the defendant do not disclose the names or addresses of the individuals to whom such wages or salaries were payable.

The defendant has not heard from such individuals from more than 14 years prior to the institution of the within proceedings, to date.

The said wages and salaries were due and payable more than 14 years prior to the institution of the within proceedings. It was the invariable practice of the defendant to pay wages and salaries as soon as they became due and payable, and checks or cash in payment thereof were always available to the employees on the day the wages and salaries were payable.

The amounts of the said unclaimed wages and salaries were all transferred by defendant on its books of account from "Unclaimed Wages" to Profit and Loss within a year or two from the date when they were payable. When such transfer was made the "Unclaimed Wages" account was debited (decreased) with the amount so transferred. As many items, including unpaid wages were transferred to Profit and Loss, it is not now possible to identify in the Profit and Loss accounts the amounts so transferred.

Stipulation of Facts.

UNCLAIMED BALANCES OF LIBERTY LOAN SUBSCRIPTIONS.

During the years 1917, 1918 and 1919, the defendant afforded to its employees the opportunity of subscribing to Liberty Bonds in various amounts, and after having received such subscriptions from its employees, defendant purchased in its own name Liberty Bonds in an amount sufficient to cover the subscriptions.

The defendant then deducted from the weekly wages or salaries of the employees who subscribed to Liberty Bonds a portion of their weekly wages or salaries, upon the understanding and agreement that when the aggregate of such deductions equalled the face amount of Liberty Bonds to which such employee subscribed, the amount so deducted would be considered as payment for such Liberty Bonds, and Liberty Bonds in the amount subscribed would be delivered to the said employee.

The amounts deducted pursuant to this arrangement were not kept in a separate bank account, but the defendant kept records showing the respective amounts withheld from the wages or salaries of each employee who subscribed to the plan, and, by means of a separate bookkkeeping account, showed the aggregate of the amounts so deducted.

In each case where the total of the amount so deducted equalled the amount of Liberty Bonds to which the employee subscribed, the defendant delivered Liberty Bonds to such employee in an amount equal to that to which he subscribed, and applied the amount deducted from the wages of the employee as payment for the said Liberty Bonds.

No employee subscribed or was entitled to any particular bond, but only to Liberty Bonds of the face amount of his subscription, nor did the defendant's records show any particular bond as held for any particular employee.

Until the total of the deductions from the wages or salaries of such employee reached the amount of his Liberty Bond Subscription, he was not entitled to have defendant deliver any Liberty Bond or Bonds to him.

In certain instances, the total amount of deductions with respect to an employee did not equal the face amount of the Liberty Bonds subscribed to by him.

In such cases, the defendant did not deliver any Liberty Bonds to the said employee.

In the instances where the defendant did not deliver any Liberty Bonds to an employee by reason of the fact that the total deductions from the wages or salary of said employee did not equal the amount of his subscription, he was entitled to be paid a sum equal to the amount deducted from such wages or salary.

In such cases, the defendant paid to those employees, or former employees, whom it could locate, a sum equal to the amounts deducted from their respective wages and salaries.

As to the employees whom the defendant could not locate by reason of the termination of their employment with defendant, the latter was unable to pay to such employees the sums equal to the amount of the deductions from their respective wages and salaries.

It was part of the arrangement and understood by both defendant and those of its employees who subscribed to the Plan, that it was a necessary

prerequisite to the right of any person to take advantage of the Plan that he be and continue to be an employee of defendant.

It was also part of the arrangement and understood by both defendant and those of its employees who subscribed to the Plan, that whenever any employee who had so subscribed thereafter ceased to be employed by defendant without a sufficient amount having been deducted from his wages or salary to equal the face amount of his subscription, he was, at the time of the termination of such employment, entitled to receive from defendant a sum equal to the aggregate amount deducted from such wages or salary, and defendant, at the same time, was obligated to pay such sum to the employee so ceasing to be employed by defendant.

Where any person who had subscribed to the plan was entitled to be repaid the amounts deducted from his wages or salary, but could not be located by defendant, the latter credited a bookkeeping account entitled, "Unclaimed Liberty Loan Subscriptions" with the amount thereof. No separate bank account was set up by defendant with respect to any of these unclaimed amounts, and defendant never paid or credited interest on any amounts withheld or unclaimed.

"Schedule A", attached to the defendant's answer, sets forth the aggregate of amounts deducted from the wages and salaries of certain employees pursuant to the aforementioned Plan, which amounts defendant was obligated to repay such employees because they ceased to be employed by the defendant.

The amounts so shown in "Schedule A" have not been paid to such persons because defendant was unable to locate them.

All of such persons ceased to be employed by the defendant prior to 1921.

"Schedule A" does not set forth any details with respect to such unpaid amounts, but defendant has recently ascertained from its records the names of the persons from whose wages or salaries the amounts set forth in "Schedule A" were deducted, together with other details of the claims and such information is set forth in "Exhibit 4" annexed to this stipulation.

The defendant has no record of any express demand by such persons for payment of the amounts set opposite their names on said "Exhibit 4" annexed to this stipulation.

Persons similarly situated have made demands in the past for amounts deducted from their wages or salaries and the defendant paid them. No payments were made six years or more subsequent to the date when the person was entitled to receive the same and the defendant obligated to pay.

The defendant has not heard from the persons listed in "Exhibit 4" annexed to this stipulation since more than 14 years prior to the institution of the within proceedings.

The amounts set opposite such persons' names in "Exhibit 4" annexed to this stipulation have been unclaimed for more than 14 years prior to the institution of the within proceedings and remain unclaimed to the present time.

The defendant transferred all of said amounts to its "Profit and Loss" account prior to 1934.

Stipulation of Facts.

UNCLAIMED COMMERCIAL BANK CHECKS.

From time to time prior to the institution of the within proceedings, the defendant, in the course of the transaction of its business, issued checks in payment of commercial claims against it. "Schedule A" sets forth the aggregate amount of $3,319.96 of such checks issued by the defendant prior to January 1, 1934, but which never cleared through the banks against which they were drawn. These checks were either delivered to the payees by hand or mailed to their address last known to defendant, with the proper postage affixed to the envelopes containing such checks, and the return address placed on the outside of such envelopes.

These checks were drawn on commercial bank accounts of the defendant and the fact that they never cleared such banks was merely reflected in the balance of such commercial bank accounts. A short time after they were issued and not presented, the amounts thereof were credited to a bookkeeping account of the defendant entitled, "Unclaimed Bank Checks". Within a year or two thereafter the amounts were taken into "Profit and Loss".

"Schedule A" attached to the answer does not set forth the names or last known addresses of the persons to whom such checks were issued, or who had been entitled to make claim for the amount thereof. Defendant, however, has ascertained from its records the last known addresses of most of the payees of such checks, together with other details of the claims, and such information is set forth in "Exhibit 5" annexed to this stipulation.

Of the aggregate amount of $3,319.96 of such checks referred to in the answer and in "Exhibit 5" annexed to this stipulation, $2852.91 thereof

was for the purchase of crude oil from persons, firms or corporations then resident in states other than New Jersey. The balance, or $467.05 thereof, was for either goods sold and delivered or services rendered, to defendant.

As far as the records of defendant show, the last known addresses of all the payees of such checks were outside the State of New Jersey.

The defendant has also discovered a record of checks in the amount $5241.66, drawn on the Seaboard National Bank of New York to individuals and companies in the oil producing regions of the United States in the period from 1887 to 1907 but which checks never cleared through the said bank against which they were drawn. No details of these claims are available but memoranda in the possession of the defendant show that the amounts thereof were taken into income in the period from 1891 to 1910.

The parties hereto agree that such checks, and the transactions with respect to which they were issued, were of the same character as the checks shown in "Schedule A" of the answer and "Exhibit 5" of this stipulation, as issued for the purchase of crude oil.

None of the foregoing unclaimed checks have been presented for payment for more than 14 years prior to the institution of the within proceedings, and up to the present time. The defendant has not heard from any of the payees thereof for more than 14 years prior to the institution of the within proceedings.

DEBENTURE COUPONS.

On or about December 15, 1926, the defendant issued $120,000,000.00 of 20 year 5% debentures,

callable upon 60 days' notice on any interest date between August 1, 1931 and August 1, 1936, at $102. plus accrued interest.

The debentures were issued in registered and coupon form. The debentures in coupon form were registerable as to principle but unless registered at the request of the purchaser were payable to the bearer thereof and were transferable by delivery. The registered debentures without coupons were in the denomination of $1,000 or certain multiples thereof. The coupon debentures were each in the denomination of $1,000 with coupons attached. The coupons were, nevertheless, in bearer form and detachable at will.

The defendant called $30,000,000.00 of said debentures for payment on February 1, 1932, and the remainder thereof, $90,000,000.00, for payment on February 1, 1935, giving the prescribed 60 days' notice.

All of the debentures called for payment on February 1, 1932 have been paid.

Certain of the unmatured coupons for interest on the said debentures called for payment on February 1, 1932, were not attached to the debentures at the time of presentation for payment.

Upon presentation of the debentures from which such unmatured coupons had been detached, the defendant's paying agent, J. P. Morgan & Co. of New York, with offices in the City of New York, paid to the person presenting such debentures the call value thereof, less a sum equal to the face value of the detached unmatured coupons.

The said paying agent recorded the names of the persons presenting the debentures called for payment on February 1, 1932, but the records of such names have been destroyed pursuant to the established practice of the said paying agent.

Stipulation of Facts.

Neither the defendant nor its said paying agent knew the names or addresses of the persons holding such detached unmatured coupons at the time the debentures were presented and have not had any knowledge as to such names or addresses to the present time.

Subsequent to the presentation of the debentures called for payment on February 1, 1932, certain persons have presented coupons which were detached from such debentures at the time the latter were presented for payment. The persons so presenting such coupons were paid the amount thereof by the said payir ; agent.

At least two of these payments were made six years or more subsequent to the maturity date of such detached coupons. Such payments were made as a matter of Company policy without any consideration of the question whether or not the claims therefor were barred by the Statute of Limitations.

"Schedule A", attached to the defendant's answer sets forth the amount deducted from the call value of the debentures called for payment on February 1, 1932, such amount deducted being equal to the aggregate amount of the unmatured coupons detached from such debentures but unclaimed to date. The maturity date of such detached unmatured coupons was August 1, 1932.

The holders of the said detached unmatured coupons were never known to the defendant.

The amounts shown in "Schedule A" as having been deducted from the call value of the said debentures have been unclaimed for more than 14 years prior to the institution of the within proceedings, and remain unclaimed to the present time.

Certain of the coupons of the debentures called for payment on February 1, 1932 matured on or prior to that date, and certain of the coupons of the debentures called for payment on February 1, 1935, matured on or prior to that date, but these certain coupons have never been presented for payment.

The defendant does not know the names or addresses of the persons holding such matured coupons.

"Schedule A" attached to defendant's answer sets forth the aggregate amount of such matured coupons which have never been presented for payment.

The defendant has not heard from any person with respect to such matured coupons for more than 14 years prior to the institution of the within proceedings, and to the present time.

Subsequent to the said call dates of February 1, 1932 and February 1, 1934, certain persons have presented previously unpresented and matured coupons and have been paid the amount thereof by the said paying agent. The said paying agent has not refused to pay any such person the amount of the coupons so presented.

Some of these payments were made six years or more subsequent to the maturity date of such coupons. Such payments were made as a matter of Company policy without any consideration of the question whether or not the claims therefor were barred by the Statute of Limitations.

Some of the matured coupons set forth in "Schedule A" annexed to the defendant's answer, matured prior to July 27, 1934, and payment thereof has not been claimed for more than 14 years prior to the institution of the within pro-

ceedings, and they remain unclaimed to the present time.

Others of the matured coupons referred to in said "Schedule A" may have matured subsequent to July 27, 1934, and if so, they have not remained unclaimed for more than 14 years prior to the institution of the within proceedings.

The defendant is unable to allocate that portion of the aggregate amount shown in "Schedule A" which is attributable to coupons which matured subsequent to July 27, 1934.

Those of the $2925 of unclaimed matured coupons set forth in Schedule A which were originally attached to the $30,000,000 of debentures called on February 1, 1932, were all detached prior to that date.

Of the $90,000,000 of debentures called on February 1, 1935, all have been paid except six, having a face value of $6,000.

Those of the $2925 of unclaimed matured coupons set forth in Schedule A which were originally attached to the $90,000,000 of debentures called on February 1, 1935, were all detached prior to that date except those which might have been then still attached to the said $6,000 of presently outstanding debentures.

Even if none of the matured coupons on such six presently outstanding debentures had been detached therefrom on February 1, 1935, and have never since been detached, the aggregate amount of such coupons would only be $2400, and $300 of this amount would be attributable to coupons which matured subsequent to July 27, 1934, and which have been unclaimed for less than 14 years prior to the commencement of the within proceedings.

The foregoing represents everything defendant has been able to ascertain with respect to the unclaimed coupons shown in Schedule A annexed to its answer.

SITUS.

Since 1927 the defendant has had no office or place of business within New Jersey, except its registered office located in the office of George K. Large, Esq., at Flemington, New Jersey. The defendant's stockholders' meetings are held in Flemington.

Since 1927 the defendant has had no tangible property within New Jersey other than its stock and transfer books which are kept in its aforementioned registered office.

Since 1927 the defendant's executive offices have been located in New York City. The defendant is suable in the State of New York and is qualified to do business in Maryland and the Canal Zone.

CONDITION.

This stipulation does not include an agreement as to the materiality of the facts above stated. Either party may object to the materiality or relevance of any of the facts above stated.

EMERSON RICHARDS
Special Deputy Attorney General for the State of New Jersey

STRYKER, TAMS & HORNER

By JOSIAH STRYKER
A Member of the Firm
Attorney for Standard Oil Company

Exhibit 1

Available details with respect to checks for dividends payable prior to 1918, mailed to last known addresses of stockholders but never cleared through the bank against which they were drawn. See Schedule A.

When Dividend Payable	Check Number	Stockholder	Amount
12/16/04	Trustees to liquidate	Standard Oil Trust	$ 1.50
9/15/05	" " "	Louis Hineman	12.00
12/15/11	AW5907	John S. Williams	7.00
3/15/12	AX1105	George E. Coleman	5.00
3/15/12	AX5664	John S. Williams	5.00
6/15/12	AY5592	John S. Williams	5.00
9/16/12	AZ5619	John S. Williams	5.00
12/15/13	BE1165	George E. Coleman	5.00
12/15/15	BM2552	O. H. Hahn	10.00
3/15/16	BN2577	O. H. Hahn	10.00
9/15/16	BP1281	George E. Coleman	5.00
3/16/17	BR1328	George E. Coleman	5.00
6/15/17	BS1318	George E. Coleman	5.00
9/15/17	BT1329	George E. Coleman	5.00
		Total	$85.50

Exhibit 2.

Checks for Dividends Payable Between 1918 and July 27, 1934, Mailed to Last Known Addresses of Stock Holders and Returned by Post Office, and Checks for Like Dividends Mailed to Last Known Addresses of Stock Holders and Not Returned by Post Office But Not Presented for Payment

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Abdurrahman c/o Wed. Kel. Pet. Miu. Welevreden Batavia Java D. E. I.	.50		.30
Frank R. Acosta c/o The First National Bank of El Dorado El Dorado Arkansas	4.50		4.50
Acsons Mfg. Co. 59 Grand St. New York N. Y.		2.50	2.50
Andrew F. Adamson c/o S. O. Co. S. A. Arg. Sua Argentina		1.42	1.42
John Gillies Adamson c/o International Petroleum Co. 56 Church St. Toronto Ont. Canada		5.00	5.00
Francis Adkins 11 E. Brandywine Ave. Claymont Del.		2.37	2.37
Emil Adler 25 Broad St. New York N. Y.		.25	.25
Mr. August Adrian c/o Y. M. C. A. Hanson Pl. Bklyn. N. Y.	.75		.75
Gaetana Affanosa 236 Hooker Pl. Port Richmond N. Y.		2.00	2.00
Pedro Aguerre Florencio Varela 1571 Gerli Fcs Providence Buenos Aires S. A.		.38	.38

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mr. Louis Ahlfeldt 2467 Pensacola Ave. Chicago Ill.		12.50	12.50
Mellie D. Alexander White Farm Drive Asheville N. Car.		4.50	4.50
John F. Alford c/o AW & JNO E. Kilgore Staley Building Wichita Falls Tex.		5.00	5.00
Carl E. Allen 310 W. Broad St. Columbus Ohio		2.50	2.50
Chris Allerslev 225 Sheridan Blvd. Winnetka Ill.	5.00		5.00
Buford E. Almond Route 1 Alma Olka.		.38	.38
Jose M. Alonzo c/o A. E. Kielly P. O. Box 1247 Havana Cuba		2.50	2.50
Mohamed Aldanie Patjitan Jave D. E. I.		1.50	1.50
C. L. Anderson Box 1094 Shreveport La.		.76	.76
George Anderson c/o S. O. Co. Av Roque Saenz Pena 567 Buenos Aires Argentina		3.00	3.00
Mr. Gerard J. Andrews 2160 Webster Ave. New York N. Y.		.25	.25
Felix Ansermuz 107 S. Ramson Ave. Margate N. J.		.50	.50

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
George D. Anthony 401 Patcong Ave. Lindwood N. J.	2.00		2.00
Miss Flo Armentreust Frankfort Ky.		.25	.25
Sidney R. Arnold 107 Laburnum Grove Portsmith England	.50		.50
Miss Kate W. Arrington 707 Falls Road Rock Mountain N. Car.		12.50	12.50
Mrs. E. Irene Arthur 5855 Darlington Road Pittsburgh Pa.		50.00	50.00
John Artinos 204 W. 64th St. New York N. Y.		10.00	10.00
Dominick Auteri 267 Bronx Park Ave. New York N. Y.		2.50	2.50
John H. Ayres 886 Lake St. Newark N. J.		.25	.25
Mr. Chester L. Babin 1419 Texas Ave. Shreveport La.		.38	.38
Mrs. Alice Bachhuber Mayville Wisconsin		5.00	5.00
Miss Eleanor H. Baker 2337 Bancroft St. N. W. Washington D. C.		.25	.25
Miss Kathryn Jean Baker Sinclair Country Club Grounds Belleville Ill.		10.00	10.00
Tony Balboni 9 Willard Ave. West Springfield Mass.		4.75	4.75

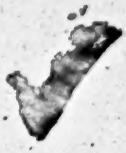
Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Eugenio Balmori Jr. Apartado 657 Tampico Mexico		3.00	3.00
Charles W. Banner Jr. 201 Banner Blvd. Greensboro N. Car.		2.50	2.50
Joseph R. Barker Box 199 Smackover Ark.		.50	.50
Emmet C. Barnes Uncas Okla.	6.38		6.38
Jose Barreda c/o S. O. Co. S. A. A. Buenos Aires Argentina		6.00	6.00
John E. Barringer Newton N. Car.		14.63	14.63
George Bashe 124 16 109th Ave. Richmond Hill L. I. N. Y.		2.50	2.50
Will Baskin 623 St. Tammany St. Baton Rouge La.		1.88	1.88
Wells T. Basset 10 Park Place Newark N. J.		23.00	23.00
Dario Bastos Marechal Floriana 276 Rio Grande Sul Brazil		4.50	4.50
Edward L. Batson 528 Commonwealth Ave. Boston Mass.		5.00	5.00
John E. Baugh c/o H. T. Austermell P. O. Box 1107 Shreveport La.	.75		.75

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mr. Pierce A. Baugh c/o Franklin Fire Ins. Co. 423 Walnut St. Phila. Pa.	1.88		1.88
Miss Anna Baum 1429 Prospect Ave. Bronx N. Y.	5.00		5.00
Henry J. Baum 25 E. 77th St. New York N. Y.		5.00	5.00
Mlle Jeanne Bautherin 1 Rue Quentin Bauchart Paris 8E France		3.75	3.75
A. Irving Beach Peonville N. Y.	7.50		7.50
Shepard M. Bean 2015 Alberta Ave. Linden N. J.		7.50	7.50
James Bears Boca Grande Fla.	5.00		5.00
John Goble Bearden c/o S. O. Co. of La. Cleveland Tenn.		.50	.50
Lacey H. Beauchamp Box 997 Seminole Okla.	4.50		4.50
Miss Frances E. Beaudett 86 Woodside Terrace Springfield Mass.		7.97	7.97
Conrad Becker Redbud Ill.		2.50	2.50
Nathan Becker 2167 Crotona Ave. Bronx N. Y.	9.38		9.38
Marie Julie Beque Nee Dufan c/o Mr. R. Frey D. Esclands 19 Rue Duphot Paris France		.25	.25

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Jan F. Beijen c/o Nederlandsche Koloniale Petroleum Mij Grbrouw Petrole Post Box 109 The Hague Holland		9.50	9.50
Harold W. Beisley 4 Glenwood Ave. Charleston N. Car.		6.00	6.00
Harold W. Beisley c/o So. Co. N. J. Columbia S. Car.		3.00	3.00
Mrs. Charlotte E. Bell c/o Elec. Keppler 25 Broad St., New York N. Y.		5.63	5.63
David L. Bellot Box 997 Seminole Okla.	3.50		3.50
Roscoe E. Belt Box 981 El Dorado Okla.	1.88		1.88
Albert J. Belveal P. O. Box 623 Cushing Okla.	2.50		2.50
Pedro Bencich Restaurant Victoria Leandro St. Campama F. C. C. A. Argentine Rep.		.50	.50
Adolphe Benda c/o S. O. Co. of Argentina Buenos Aires, Argentina		15.00	15.00
Anne Parsons Bender Hudson View Garde Apts. Pinehurst Ave. & 183rd St. New York N. Y.		5.00	5.00
Edward Leonard Bennett 702 S. Laredo St. San Antonio Texas		1.50	1.50

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
George K. Benser 722 S. Decker Ave. Baltimore Md.		.75	.75
Edward G. Benson 40 Wall St. New York N. Y.		5.00	5.00
Manoel Da S. Bento Caixa Postal 970 Rio de Janeiro Brazil		.95	.95
Mrs. Winifred D. Bergsten 911 McLean Ave. Yonkers N. Y.		2.50	2.50
Isidro Bernedo 38 Cherry St. New York N. Y.		3.00	3.00
Angel Bertarione c/o West India Oil Co. Ave. Roque Saenz Pena 567 Buenos Aires Argentina		1.42	1.42
Mario Bertini c/o S. O. Co. of Argentina Buenos Aires Argentina		8.50	8.50
Lawrence Bertrand P. O. Box 55 Opelousas La.		.75	.75
Frank Best Apartado 657 Tampico Mexico		7.50	7.50
John W. Bethke 1056 Wenona Ave. Chicago Ill.		2.50	2.50
Cornelius Betz c/o John Conrads Market Highland Road Baton Rouge La.		.50	.50
Herman L. Bejmer c/o Wyoming Trust Co. Trust Dept. Casper Wyo.		25.00	25.00

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Jan F. Beyen c/o Ned. Kol Petr. Mij. Palembang Sumatra D. E. I.		7.80	7.80
William Beyer c/o Standard Shipping Co. 26 Broadway New York N. Y.	16.50		16.50
Mrs. May Bickner 2712 Michigan Ave. Chicago Ill.		2.50	2.50
Mrs. May Bickner Rfd. 2 Box 73 C Albuquerque N. Mex.	5.63		5.63
Albert J. Bingham 1662 E. 86th St. Cleveland Ohio	5.00		5.00
Mr. Sidney W. Binns 811 Yale Station New Haven Conn.		2.50	2.50
Francois Biran c/o Mr. R. Fery D. Esclands 19 Rue Duphot Paris France		2.72	2.72
Mrs. Jeanhette Bissig 2801 61st St. Des Moines Iowa		3.75	3.75
Sigrid Bjertnaes c/o G. O. Plamer 1 E. 73rd St. New York N. Y.		1.00	1.00
Fred Black c/o S. O. Co. of Venezuela Venezuela S. A.		61.50	61.50
Miss Anna D. Blair 355 River Ave. Weston W. Va.		1.50	1.50
Guillermo D. Blakeley c/o Compania De Petroleo Mercedes S. A. Apartado 269 Monterry N. L. Mexico		.50	.50

Stipulation of Facts

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Adolph C. Blanco 43 West 47th St. Bayonne N. J.	8.50		8.50
Alton L. Bland Jr. Sir Walter Hotel Raleigh N. Car.		2.50	2.50
William G. Blauvelt 195 Broadway New York N. Y.	7.50		7.50
Clarence Bledsoe c/o Ogle Construction Co. 28 E. Jackson Blvd. Chicago Ill.		1.00	1.00
Hendrik Blei c/o Nederlandsche Koloniale Soengie Geroni Pet Mij.		1.50	1.50
David Block Jr. c/o Sternberger Mc Kee Cotton Co. Memphis Tenn.		1.00	1.00
Jerry Block c/o Sternberger Mc Kee Cotton Co. Memphis Tenn.		1.00	1.00
Mrs. Georges Blum 5 Rue De Metz Paris France		4.00	4.00
Henry George Blum Kenton Ohio		1.50	1.50
Antonio Blumetti 224 High St. Elizabeth N. J.		6.25	6.25
Mr. Nils J. Boas 222 Dennison St. Highland Park N. J.		5.00	5.00
Mrs. Oral Lynne Bodet 2413 Verbna St. Edgewood Park New Orleans La.		2.75	2.75

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mr. Theodor Bohl Caixa Postal Kl. Sao Paulo Brazil		.76	.76
Zenon Bolduc 3431 St. Hubert St. Montreal Que. Canada		5.00	5.00
Mrs. Helen Bolger 2 Triller Ave. Apt. 13 Toronto 3 Ont. Canada		.75	.75
Raymond Bona Box 683 Newport R. I.		1.14	1.14
Miss Margaret Mary Martin Bossert Garden City L. I. N. Y.		5.00	5.00
Jesse I. Boteler c/o Laurie Bowman Box 997 Seminole Okla.		3.50	3.50
Arnold J. Bourgeois 329 St. Louis St. Baton Rouge La.	.50		.50
Mrs. Blanche S. Boush Box 1 Oil City Pa.		1.50	1.50
Edwin Bower 720 France St. Baton Rouge La.		1.88	1.88
Miss Mary E. Bowes 704 Nashville Ave. New Orleans La.		1.25	1.25
Mrs. Sarah Bowler c/o Mrs. Agnes Pierce Litchfield Conn.		.50	.50
Andrew G. Bowman 16 W. 36th St. Bayonne N. J.		8.50	8.50
August Boykins R. F. D. No. 3 Box No. 51 Baton Rouge La.		1.50	1.50

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mr. John Boyle 98 W. 20th St. Bayonne N. J.		1.50	1.50
Bert Brandon c/o H. R. Cook Box 997 Seminole Okla.	.50		.50
William C. Bradley Box 228 Bristow Okla.		5.63	5.63
Robert Brannan 1423 Joliet St. New Orleans La.		.50	.50
Charles H. Brazil Box 1094 Shreveport La.		.76	.76
Mrs. Mae V. Brennan Kingwood W. Va.		5.00	5.00
Marcel Briand 67 Bvd. Des Invalides		30.00	30.00
Mr. Thorning Fleming Bright 509 Washington St. Jefferson City Miss.		1.25	1.25
Carolino Da S. Britto Caixa Posta! 59 Joan Pessoa Parahyba Do Norte Brazil		2.50	2.50
Mr. William Brogan 5357 Kenmore Ave. Chicago Ill.		1.75	1.75
First National Bank a/c Henry Brosins Brownsville Texas		7.50	7.50
Beulah Brown 303 N. Richmond Ave. Atlantic City N. J.		2.50	2.50
Mrs. Eleanor A. Brown 575 W. 111th St. New York N. Y.	2.50		2.50

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Frank Brown 975 Railroad Ave. Baton Rouge La.		1.00	1.00
George Brown 1706 Poland St. New Orleans La.		.38	.38
Johnnie Brown c/o Jack Michelli RFD 4 Baton Rouge La.		1.50	1.50
Mr. William Brown Saint Helena Island S. Car.		2.00	2.00
William B. Brown 410 Pullman Ave. Hot Springs Ark.		2.37	2.37
Mrs. Mary Pfaff Browne 5374 Vernon Ave. St. Louis Mo.		.38	.38
Mrs. Muriel S. Bruning Hearne Apts. Wheeling W. Va.		.50	.50
William H. Buckley Jr. Hamilton D3 Soldiers Field Station Boston Mass		3.00	3.00
Lurtie B. Bucy c/o Federal National Bank Shawnee Okla.	9.00		9.00
Johan H. Buddeke c/o A. J. Partridge Wheaton Ill.		1.25	1.25
Mrs. Carrie R. Buell 1408 E. 42nd St. Seattle Wash.		1.13	1.13
Abraham L. Burgess c/o Seminole Machine Shop R. R. No. 1 Box 8 Seminole Okla.	1.00		1.00

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Burt S. Burke 270 Halsey St. Wilkinsburg Pa.		1.50	1.50
Mr. John Burke Dubuque La.	3.50		3.50
Julia M. E. Burke c/o Thos. J. Burke Princeton Club 39 E. 38th St. New York N. Y.		.50	.50
Mrs. Nell P. Burke 1502 E. 8th St. Oknulgee Okla.		5.00	5.00
Eugene F. Burns Apartado 657 Tampico Mexico		31.88	31.88
John A. Burns 73 E. Lane Ave. Columbus Ohio.	7.50		7.50
John G. Burns 400 Roup St. Pittsburgh Pa.		25.00	25.00
Juan Fuentes Bustamante Vergara 396 Santiago Chile		4.38	4.38
Mr. John T. Bustin c/o Carter Oil Co. Burbank Okla.	1.25		1.25
Mrs. Winifred C. Butler 830 Potomac Ave. Buffalo N. Y.		2.50	2.50
W. R. Butler R. 1 Kaw City Okla.		.75	.75
John Byrne 117 Bostwick Ave. Jersey City N. J.	.76	1.76	2.52
John H. Calvert Hastings W. Va.		2.00	2.00

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mr. Charles H. Campbell..... c/o Mr. Paul T. Campbell 115 Broadway Room 622 New York N. Y.	12.00		12.00
Miss Elizabeth Campbell..... 126 Broadway Wilmette Ill.	5.00		5.00
Mr. John W. Cappean..... c/o John P. Cappean Sons 307 4th Ave. Pittsburgh Pa.		.25	.25
Arthur B. Caraway..... Grand Lake Arkansas	6.50		6.50
Mr. Modesto V. Careago..... Apartado 657 Tampico Mex.		2.75	2.75
Frank T. Carey..... 377 Park St. Boston Mass.	4.00		4.00
Miss Loula Carey..... c/o New York Baseball Club 15 W. 55th St. New York N. Y.		1.25	1.25
Lawrence W. Cariker ..... c/o Mrs. E. R. Eubanks 538 North Harvard Blvd. Los Angeles Cal.		1.50	1.50
Churchill Carmalt ..... 137 E. 66th St. New York N. Y.	4.50		4.50
Robert C. Carr..... 170 Jefferson Ave. Tenafly N. J.	1.00		1.00
James F. Carrol..... 18 Cherry St. Elizabeth N. J.		.38	.38
Marvin P. Carter..... 1022 Ideal Way Charlotte N. Car.		.50	.50

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Rennie Carter 513 Grace St. Richmond Va		.50	.50
Robert B. Carter Madison N. Carolina		.50	.50
George A. Casamiquela 15 Avenida UR 22 San Salvador Central America		1.50	1.50
Thomas J. Casidy c/o Standard Shipping Co. 26 Broadway New York N. Y.	7.00		7.00
Michael Cassidy 354 Franklin St. Elizabeth New Jersey		3.25	3.25
Alfredo Castells Montifideo Uruguay		.88	.88
Jorge Del Castillor c/o Casilla 669 Ave New Mexico		4.00	4.00
Mr. Samuel G. Cazazis 167 Lake St. Chicago Ill.		12.50	12.50
Martin T. Chamberlain 204 Groaver St. Joliet Ill.		2.50	2.50
Joseph E. Chancey Bryant Okla.		.50	.50
Alexander H. Chapman c/o Chapham Phenix National Bk. 149 Broadway New York N. Y.		4.50	4.50
George Chapman Scotlandville La.	7.52		7.52

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mr. Pedro Chazaro Apartado 657 Tampico Mexico	6.75		6.75
Cecil C. Cherry c/o A. E. Perry Route #2 Seminole Okla.	3.00		3.00
William Cherry 1314 Cherry St. Toledo Ohio		4.50	4.50
Julio Chiappe Av Roquesaenz Pena 567 Buenos Aires Arg.		2.75	2.75
Miss Stella R. Childs c/o Mrs. Frederick 1539 N. Wells St. Chicago Ill.	2.50		2.50
Miss Elizabeth Palmer Christian c/o Mrs. Robert W. Daniel Brandon Deal Post Office Va.		4.75	4.75
Vito Cinque 206 E. 59th St. New York N. Y.		1.00	1.00
John J. Clarey Jr. 4039 Bronx Blvd. New York N. Y.		.50	.50
Joseph M. Clark Ringling Okla.	4.50		4.50
Robert Sterling Clark 11 Wall St. New York N. Y.		3.76	3.76
S. H. Clark Empire City Okla.	.75		.75
Mrs. Catherine Clarke % M. Dooley Garrafin Sacca Mountrath Queens Co., Ireland		3.75	3.75

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mr. Clement Clarke 32 Delaware St Charleston S. C.	1.25		1.25
Henry O. Clayton Route 2 Box 14 Wilson, Okla.		5.50	5.50
Edmund W. Coates RFD 2 Norfolk Va.		1.88	1.88
William E. Coates Florence S. Car.		5.00	5.00
James H. Cochrane 304 Bergen Ave. Jersey City N. J.		.50	.50
John Cohara 1218 Hathaway Road Valley View Village Ohio	1.88		1.88
Leonard Louis Cokefir 4824 W. 18th St. Los Angeles Cal.		.38	.38
Roy M. Coker % C. P. Coker Tuttle Okla.		3.00	3.00
Muton Cole 79 Huntington St. New Brunswick N. J.		.50	.50
Emidio Colello 621 Broadway New York N. Y.	13.65		13.65
Ivan O. Collins Box 997 % Grisso Gasoline Plant Seminole Okla.	2.00		2.00
Mr. Garret Conklin 1 Card St. New York N. Y.	2.40		2.40
Basil W. Conlon 1308 W. 117th St. Cleveland Ohio	1.88		1.88

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mrs. Charlotte D. Conner 3815 Echodale Ave. Gardenville Baltimore Md.		.50	.50
Mrs. Margaret M. Connolly 727 Rivera St. San Francisco Cal.		7.50	7.50
Mrs. Jessie F. Connor New City Rockland Co. N. Y.		2.50	2.50
John A. Conover 540 Prospect Blvd. Kansas City Mo.	2.50		2.50
Miss Paula Conry 762 N. Denver Ave. Tulsa Okla.		3.00	3.00
Charles F. Coon c/o J. C. Hines Grayson La.		.50	.50
Miss Corinne Cooper c/o Dr. S. P. Sebastian Griggs Bldg. Greensboro N. Car.		.25	.25
Charles B. Copperman 5317 McBride Ave. Cleveland Ohio	6.75		6.75
Joseph F. Cormore 1 Exchange Place Room 912 New York N. Y.	37.50		37.50
Marie Cornamusaz c/o Petroleum Import Cie Zurich Switzerland		1.50	1.50
Benjamin F. Cornwall 53 Mount Vernon St. Boston Mass.		3.00	3.00
Edwin F. Cosgrove 17 Yates Ave. Newark N. J.		1.13	1.13

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Antohio R. Costa Caixa Postal 970 Rio de Janeiro Brazil		1.50	1.50
Flavina O. De A. Costa Caixa Postal 59 Parahyba Brazil		5.50	5.50
Elie Cote 11 Brigham St. Springfield Mass.		.50	.50
James R. Gottet 123 N. 11th St. Newark N. J.		.63	.63
Maria Courrege Caixa Postal 970 Rio de Janerio Brazil		4.00	4.00
Maria Courrege c/o Maria Careiss Rua Sta. Christina #77 Rio de Janeiro Brazil		2.00	2.00
Mrs. Dorothy W. Cover 1636 E. 8th Ave. Denver Colo.		1.00	1.00
Eunice C. Cowles 1832 Columbia Road N. W. Washington D. C.		77.25	77.25
J. Jay Cox Scottville Mich.		5.00	5.00
Edith Clare Bryce Cram c/o Colony Club 562 Park Ave. New York 21 N. Y.		54.00	54.00
Dwight D. Crawford Box 504 Dallas Texas		.50	.50
J. Schuyler Crawford 1304 Sanson St. Phila. Pa.		2.50	2.50

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Lüise Cremer Ludgeriplatz Duisburg Rhein 19 Germany		1.42	1.42
Mrs. Serena E. Crosby 22 E. 12th St. Bayonne N. J.		.50	.50
Floyd R. Crossno c/o Laurie Bowman Box 997 Seminole Okla.	5.00		5.00
Archie F. Crowe c/o Y. M. C. A. Tulsa Okla		.50	.50
Mrs. Josephine N. Crowell 6337 Woodlawn Ave. Chicago Ill.	.50		.50
Alexis H. Cruittenden Bedford Mich.		1.00	1.00
Harry K. Culver 6215 Jefferson St. Phila. Pa.		5.00	5.00
Mrs. Martha B. Cushman 55 E. 72nd St. New York N. Y.		5.00	5.00
Thomas W. Cutler Haddon Heights N. J.		2.50	2.50
Miss Vrginia Cutler c/o Mrs. E. Slawson Greenwich Conn.		1.25	1.25
Ambrose J. Dacey 244 William St. Belleville N. J.	1.00		1.00
Svenning Dahl 2401 N. Kedzie Ave. Chicago Ill.		9.38	9.38

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Freidrich Dalldorf c/o Waried Tankschiefe Rhedere GMB H. Hamburg 36 Neuer Jungfernstieg 21 Germany	1.13		1.13
Ferdinand H. Dalrymple 121 Center Rd. Bedford Pa.	3.75		3.75
L. H. Dalton 22 Cornellio St. Port of Spain Trinidad B.W. 1		5.00	5.00
Miss Elizabeth F. Danaley 422 North 8th St. Council Bluffs Iowa		2.50	2.50
Jackson Daniels P. O. Box No. 9 R. F. D. No. 1 Baton Rouge La.		.75	.75
Frank P. Danna P. O. Box 515 Baton Rouge La.		2.50	2.50
Alberto De Silva Caixa Postal 337 Santos Sao Paulo Brazil		.50	.50
Arthur X. Da Silveira Caixa Postal 14 Maceio Alagoas Brazil		.50	.50
Ethel Frazer Daugherty 1201 West Grand Avenue Marshall, Texas		4.50	4.50
Lawrence H. Dautel 1026 Clarence St. Lake Charles La.		.50	.50
Maria T. Davila Apartado 1273 Mexico D. F.	8.75	2.00	10.75
Clay Davis P. O. Box 72 Baton Rouge La.	1.00		1.00
Mrs. Eva Coleman Davis		1.00	1.00

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
126 N. Broadway Tarrytown N. Y.			
George C. Davis c/o West India Oil Co. Ave Roque Saenz Pena 567 Buenos Aires Argentina		.75	.75
Mr. George E. R. Davis 56 Laurens St. Charleston S. Car.		9.00	9.00
Mr. J. F. Davis Route 1 Box 38 Hourtman La.		1.50	1.50
James H. Davis General Delivery Wilson Oklahoma	.50		.50
Lee Davis 1010 Julia St. Baton Rouge La.	1.50	1.50	3.00
Lee Davis 1010 Julia St. Baton Rouge La.	1.50		1.50
Robert A. Davis c/o G. L. Miller P. O. Box 1739 Shreveport La.		2.50	2.50
Frank E. Davidson Meadville Pa.	2.50		2.50
Ernest Day c/o Standard Shipping Co. 26 Broadway New York N. Y.	2.50		2.50
George Willis Day 48 Baltimore St. Lynn Mass.		6.25	6.25
Mrs. Grace Camp Day 4612 Lake Park Ave. Chicago Ill.		6.25	6.25

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Kenneth B. Day 22 W. 72nd St. New York N. Y.	2.50		2.50
Sidney Day Orchard Lea Fawley Hampshire England		.75	.75
Jean Marie Dazayous c/o Mr. R. Fery D Esclands 19 Rue Deuphat Paris France		.25	.25
Jean Marie Dazayous 18 Bis Rue Waldeck Rousseau Vitrey Sur Seine Seine France		.50	.50
Virgilio S. De Aguiar Caixa Postal 230 Manoas Brazil		1.00	1.00
Carolino Da S. T. De Briho Caixa Postal 59 Parahyba Brazil		1.00	1.00
H. Claire Dees Curtis Hotel Minneapolis Minn.		.08	.08
Antonio J. De Freitas Caixa Postal K. K. Sao Paulo Brazil		1.00	1.00
Albert F. De Guines 1860 Foster Ave. Chicago Ill.	3.75		3.75
Alphonse J. Deleers 1021 Church St. Marinette Wisc.		5.00	5.00
Frans E. Dellenbag c/o Ned. Kol. Petr. Mij. Palembang Sumatra D. E. I.		.50	.50
Eugenie Delteil 1 Rue Voltaire Carcassonne Aude France		18.00	18.00

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Alexandre De Maria c/o Standard Oil Co. of Brazil Caixa Postal K. K. Sao Paulo E. S. Panlo Brazil		1.00	1.00
Aloysio C. De Mendonca Caixa Postal 14 Maceio Alagoas Brazil		.47	.47
Emilien Demers 21 Somerset St. Holyoke Mass.		.50	.50
Ollie E. Dempsey Route 5 Box 8 Oklahoma City Okla.		1.00	1.00
William L. Dempsey c/o Eaton Prod. Co. 605 Broad St. Newark N. J.		5.00	5.00
Miss Rose Ella Dennan c/o Dr. Cyril K. Church 180 W. 59th St. New York N. Y.	1.13		1.13
Marie Descoins Nee Tapie c/o Mr. R. Fery D. Esclands 19 Rue Duphot Paris France		.25	.25
Mrs. Conepcion Ferrandino De Stano Corrientes 980 Piso 4 Deptoc Buenos Aires Argentina		1.00	1.00
Mr. Arthur F. Dewey 51 E. 54th St. New York N. Y.		1.00	1.00
J. Walter Dible Brackenridge Pa.		2.50	2.50
Fred G. Dickson Smithville Texas		8.00	8.00
Mr. Henry Dickson Car Wheel Co. Houston Texas		12.50	12.50

	Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
	Arturo H. F. Dieckmann c/o Sra. Maria Dieckmann La Condamintalol Quitos Peru		1.00	1.00
	Charley G. Dietz 2424 W. 14th St. Little Rock Ark.		2.00	2.00
	Joseph Wm. Diggs 25 Mather St. Hartford Conn.		9.00	9.00
	Hendrik Dijken c/o Ned. Ino Escompto Mij Palembacg Sumatra D. E. I.		1.75	1.75
	Annabel C. Dolson 26 Broadway Rm. 737 New York N. Y.	3.50		3.50
	David C. Donaldson 66 Merrimack St. Lowell Mass.		.38	.38
	Mrs. Nellie Donnelly & Mrs. Anna Gray & John J. McGraw as Joint Tenants etc Polo Grounds New York N. Y.		2.00	2.00
	James Dooling 480 Adams Ave. Elizabeth N. J.		3.00	3.00
	Estate of Carleton G. Dorman c/o C. A. Robinson Extr. 102 Appian Way Keene N. H.		8.00	8.00
	Charles Dorrance Jr. Scranton Life Bldg. Scranton Pa.		.38	.38
	Mrs. Edith Dorsey 21 Central Ave. Phoenix Ariz		.50	.50
	Jiacinto Dosio Arenales No. 417 Campan F.C.C.A. Argentine Rep.		1.50	1.50

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Harry A. Dougherty 12 E. 4th St. Bayonne N. J.		4.00	4.00
Jewel H. Dowell c/o E. Leachmann Box 2045 Tulsa Okla.		1.50	1.50
George E. Dowler Collinsville Okla.	.50		.50
William H. Downes 230 Sargeant. St. Hartford Conn.		.25	.25
Patrick Doyle 7846 Carpenter St. Chicago Ill.		5.00	5.00
Mr. Frank Drapalun 1200 Wood Ave. Linden N. J.	1.25		1.25
Henry A. Dreffein 308 W. Washington St. Chicago Ill.		2.50	2.50
Emmett J. Drehr R.F.D. #4 Baton Rouge La.		.50	.50
Charles V. Dresser c/o Paulette Shop 6th & Boulder Tulsa Okla.		1.42	1.42
Arthur J. Drovin St. Johnsbury Vt.		5.00	5.00
Mrs. Mary Dumont Belmont Hotel 3156 Sheridan Rd. Chicago Ill.	12.50		12.50
Abner H. Duncan 1019 Kney. Memphis Tenn.		3.00	3.00

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mr. Harlan P. Duncan Hampton Hotel Albany N. Y.		2.50	2.50
Claude K. D'Unger Apt. 657 Tampico Mex.	6.25		6.25
Gilbert M. Dunn 623 W. 204th St. New York N. Y.		.38	.38
Mr. Albert Edelbach 677 Quincey St. Brooklyn N. Y.		.25	.25
Bailey O. Edwards 314 W. 25th St. Norfolk Va.	1.13		1.13
Miss Fannie N. Ehrlick 221 Hamilton St. Albany N. Y.		1.50	1.50
Vincent L. Ekeberg 208 Paris Ave. Rockford Ill.		1.50	1.50
Mr. David A. Elias 530 9th Ave. Bethlehem Pa.		.75	.75
Mlle Mielle Elisabeth c/o Place Ste. Anne Lyon France		.50	.50
John M. Elliot New Alexandria Pa.	1.88		1.88
Robert W. Ellison Piedmont S. Car.		.25	.25
Mrs. Margaret Ely Ells 1842 National Ave. Rockford Ill.		.25	.25
Wilson D. Elmendorf 79 Oneil St. Kingston N. Y.		3.75	3.75

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mary G. Ennis 2529 Grand Ave. New York N. Y.		.50	.50
Miss Frederika Ensign 320 Eastern Parkway Brooklyn N. Y.		1.00	1.00
Ellis O. Estes Box 1801 Danwright Okla.	.38	.88	1.26
Francisco Eugenio Sammartin 562 Campana 562 Argentine Rep.		.50	.50
John C. Evans 1414 No. Dearborn St. Chicago Ill.		5.00	5.00
Mrs. Myrtle S. Evans 5054 W. Erie St. Chicago Ill.		3.00	3.00
Miss Nora Fahey 173 Pond Ave. Brookline Mass.		2.50	2.50
Mrs. Estelle B. Fain 2814 Conn. Ave. Washington D. C.		.50	.50
Jose R. A. Farias Caixa Postal 14 Maccio Alagoas Brazil		4.50	4.50
Mike Farley 2510 Avenue Q Galveston Tex.		3.75	3.75
Charles W. Farran 82 Culver Pkway. Rochester N. Y.		2.50	2.50
Pat. K. Farrar c/o Standard Oil Co. of La. Bin 1 Smackover Ark.		3.50	3.50

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Thomas F. Farrell c/o Newhousef Hotel Salt Lake City Utah		9.75	9.75
John Fasshender Drake Court No. 32 Omaha Nebr.		2.50	2.50
Rosario Fazio 31 Avon St. Lawrence Mass.		2.50	2.50
Mrs. Petronella Pfaus Gdn. for William H. Feitzinger & Mrs. Sophie Lauer Gdn. for Eleanore Feitzinger 221 Prospect St. East Orange N. J.		56.90	56.90
P. M. Ferguson c/o Mr. George W. Brake International Petroleum Co. Ltd. Negritos Talara Peru S. A.		1.13	1.13
William T. Ferguson 1108 Union Tr. Bldg. Charleston W. Va.	1.88		1.88
Mrs. Belmiria Avila Fernandes Rua Conde de Porto Alegre No. 970 Grande Estado Do Rio Grande Do Sol Brazil		1.50	1.50
Alfredo R. Fernandez Rincon 130 Banfield Prov. of Buenos Aires Argentina		.75	.75
Antonio Fernandez 482 Boulevard Bayonne N. J.		4.50	4.50
Mr. Luis A. Fernandez Ave. Roque Saenz Pena 568 Buenos Aires Argentina	1.25		1.25
Cherubina Ferrajol Caixa Postal K. K. Sao Paulo Brazil		2.00	2.00

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Lemuel A. Ferrall R. F. D. 2 Seminole Okla.		3.00	3.00
John Ferry 101 Browne St: Brookline Mass.		.25	.25
Mrs. Irene Lamke Ficken 701 Poli St. Ventura Calif.		2.50	2.50
Helmut Fickert 1 Pfalz B. Kaiserslautern Reichenbach Germany		.50	.50
Henry Fields 9 Fulton St. Montclair N. J.		5.50	5.50
Joseph E. Fields 624 S. Maxmillian St. Baton Rouge La.		1.88	1.88
Miss Bertha C. Fischer 624 E. 2nd St. Plainfield N. J.		2.50	2.50
Mr. Dermot Fitzgibbon c/o N. Y. American 1834 Broadway NYC	5.00		5.00
John D. Fitzhugh Chateau Laurin Ottawa Ont. Canada		9.75	9.75
Sidney H. Flagler Jr. 484 Riverside Ave. Rutherford N. J.		7.50	7.50
Timothey Flanagan 820 Gibbons Court Elizabeth N. J.		7.50	7.50
Milon C. Flanders & Emma A. Flanders As Joint Tenants Etc. Box 32 Ferrysburg Mich.		1.13	1.13
Gilbert Fleetwood & Lillian M. Fleetwood As Joint Tenants Etc. 607 No. Pine St. Florence Fla.		4.75	4.75

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Miss Frances Fletcher 14 St. Lukes Pl. New York N. Y.		.25	.25
Melville S. Flinn 308 W. Washington St. Chicago Ill.		2.50	2.50
Miss Ada J. Flocton 26 W. Washington Pl. New York N. Y.		2.50	2.50
Ned P. Folse % Standard Oil Co. of La. Baton Rouge La.		.50	.50
Jose Martinez Fontan 407 Avenue C Bayonne N. J.		12.00	12.00
Edward M. Foran 532 Medow St. Elizabeth N. J.		6.00	6.00
Miss Katherine S. Foran 59 Faire Harbour Pl. New London Conn.		.50	.50
Charles A. Forbes % J. C. Wolke 26 Broadway Rm. 835 New York N. Y.		.75	.75
Miss Sarah Ford % Mrs. Gerard Cox Box 545 Glen Cove L. I. N. Y.	12.76		12.76
Miss Gertrude Forrest Sta. F. Box 37 New Orleans La.	11.63		11.63
James Fox Box 222 Overland Mo.	17.50		17.50
Antonio Rodriguez Francisco Belot Rigla Cuba		.38	.38

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Jose Rey Franco Aguila 170 Havana Cuba		4.75	4.75
Mr. Emil Frankel 700 W. 179th St. New York N. Y.		.75	.75
Franklin Securities Corp % White Wright & Co 50 Broad St. New York N. Y.	11.25		11.25
John F. Fritz 462 W. Fillmore St. East Aurora N. Y.		.95	.95
Otto Fritz c/o D.A.P.G. Zentrale Neuer Jungfernstieg 21 Hamburg 36 Germany		8.57	8.57
Henry Fuchs 99 Dunwoodie St Yonkers N. Y.		5.00	5.00
James O. Fulbright Holt Street. Box #70 Charlotte N. C.		1.88	1.88
Miss Gertrude Fulton 4131 Clarendon Ave. Chicago Ill.		1.25	1.25
Frank Gaines 15 Dwight St. Chicopee Mass.		7.88	7.88
Avelino V. Galante 386 Broadway Bayonne N. J.	8.50		8.50
Avelino V. Galante 19 Andrew St. Bayonne N. J.	8.50		8.50
Harold F. Gallagher 7714 South Park Ave. Chicago Ill.		1.25	1.25

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mrs. Mary Gallagher 2096 53rd St. New York City N. Y.	2.50		2.50
Miss Mary Gallagher Hotel Latham 4 E. 28th St. New York N. Y.	5.00		5.00
Henry T. Gallahan 480 H. St. S. W. Washington D. C.		7.88	7.88
Edward L. Galouye 467 No. Boulevard Baton Rouge La.		1.00	1.00
Miss Grace Gals Behlen Apts. Cleveland Ohio	1.88		1.88
Jose M. Lopez Garcia c/o Creole Petroleum Corp. Maturin Venezuela		1.50	1.50
Victor Garcia Apartado 657 Tampico Mexico		.76	.76
F. P. Gardin 100 Morningside Ave. New York City N. Y.	5.63		5.63
Antonio Gargaro c/o Gilbert & Barker Mfg. Co. Springfield Mass.		1.50	1.50
Gordon Garrett c/o Standard Oil Co. of Venezuela Apartado 85 Maracaibo Venezuela		1.13	1.13
Louis Garrett R.F.D 4 Box 15 Baton Rouge La.		1.88	1.88
Thomas Garry 646 Montgomery Ave. Elizabeth N. J.		7.88	7.88

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Richard Gartz c/o Wärier Lankschief Rhederei G.M.B.H. Neuer Jungfernstieg Hamburg 36 Germany		2.25	2.25
William D. Guskill Ocracoke N. Car.		2.50	2.50
Serafin Gaspar 183 2nd St. Elizabeth N. J.		1.76	1.76
Troy A. Gaston La Cross Ark.		5.00	5.00
Mr. Patrick Gavin 368 Boulevard Bayonne N. J.	8.75		8.75
John W. Gay 128 E. Pittsburgh St. Greensboro Pa.		.50	.50
Gerhardus H. Geerligs c/o Geboun Petrolea The Hague Holland		2.85	2.85
Wilhelm Gehrig Baumweg 25 Frankfurt Am Main Germany		.25	.25
Mrs. Ruth L. Giel Box 54 Slate Hill Orange Co. N. Y.		1.75	1.75
Mr. Edward George 2421 Lincoln Ave. Chicago Ill.		10.00	10.00
Eduard Gestmann Markt 17 Gustrow L. M. Germany		.50	.50
James Getz 513 S. Wolfe St. Baltimore Md.		.50	.50
Thomas F. Gibbons 35½ Clinton St. Binghamton N. Y.		1.88	1.88

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Earl A. Gibson Rockwood Tenn.	.38		.38
Mrs. Minne Lee Gilbert 242 Broad St. Martinsville Va.		4.00	4.00
Miss Laurette A. Gilmore 601 W. 138th St. New York N. Y.		1.50	1.50
Miss Dorothy Gilpin Towson Md.		1.00	1.00
Samuel Ginsberg 987 Amsterdam Ave. New York N. Y.		5.00	5.00
Kyrianos Gobsis 274 Bonner Place Bronx N. Y.		5.00	5.00
Joseph Godleski 49 Warren St. Cartaret N. J.	7.00		7.00
William S. Godley c/o So. Co. of N. J. Aurora, N. C.		.38	.38
Miss Frieda Goell Zurcherstrasse 101 Hongg near Zürich Switzerland		.50	.50
Murray Goldstein 317 W. 77th St. New York N.Y.		2.50	2.50
Robert L. Golling c/o G. J. Aitken Room 507 26 Broadway New York N.Y.		1.88	1.88
Torquato Gomes Rua Sa Britto 36 Porto Alegre Rio Grande Do Sul Brazil		.45	.45

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Joshua Goodlow General Delivery Baton Rouge La.		3.00	3.00
Ivy B. Goodwin General Delivery Holdenville Okla.	8.25		8.25
Andrew Gordon 995 Prospect Ave. Hartford Conn.		1.25	1.25
Helen Gordon 536 Gordon Ave. Scranton Pa.		5.00	5.00
Samuel A. Gourrier RFD #4 Baton Rouge La.		.50	.50
Mrs. Earl V. Graham Arcata Humboldt Co. Cal.	3.75		3.75
George N. Graves Mohawk N. Y.		5.00	5.00
Ernest W. Gray 3441 Agnes Ave. Kansas City Mo.		.50	.50
Thomas Grays 210 Spain St. Baton Rouge La.		.50	.50
Ralph P. Grayson Negritos Peru S. A.		12.50	12.50
Mrs. Hannah J. Green 177 N.E. 50th Miami Fla.	2.37		2.37
Harry Green Laramie Wyo.		3.75	3.75
Mrs. Julius Green c/o S.O. N. J. Norfolk Va.		12.38	12.38

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Barrett Greenfield 3420 Fulton Blvd. Chicago Ill.		7.88	7.88
Joe H. Greenstein 4th & Liberty St. Louisville Ky.		6.38	6.38
Royal D. Greer La Grange N. C.	3.38		3.38
Mrs. Gladys M. Greesley Barnesboro Pa.		1.00	1.00
Charles H. Gregory 905 Polk Ave. Memphis Tenn.		3.75	3.75
Esteban Grene Ave. Roque Sanenz Pena 567 Buenos Aires Argentina		1.00	1.00
Jule R. Grier 6 West Franklin St. Richmond Va.		1.25	1.25
John H. Griffin P.O. Box 41 Matthews N. Car.		3.00	3.00
Patrick J. Griffin 95 Mooreland St. Springfield Mass.		2.50	2.50
Earl M. Grissmer 2010 Caroline St. Houston Texas		1.50	1.50
Mary Grogan Curstoke Ladysbridge Castle Martyr County Cork Ireland		6.75	6.75
William H. Gross c/o Mrs. June Gross Adms. c/o E. P. McCarthy 705 Olive St. St. Louis Mo.		5.85	5.85

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Rudolph B. Guillot 41 9th St. Baton Rouge La.		1.50	1.50
Harre R. Gulbransen Tomnesgaard Hole Ringerike Norway		2.00	2.00
Mr. Eugene Haeffner c/of Dreicer & Co. 3 W. 46th St. New York N. Y.	10.00		10.00
Clarence Hair 28 Park Ave. Roaring Spring Pa.		4.00	4.00
John P. Hale 5 Claremont Ave. New York N. Y.	7.37		7.37
Tomas Halecka Piedras 747 20 Piso Buenos Aires Argentina		1.00	1.00
Miss Elizabeth H. Hall 24 Liberty St. Charles City Va.		2.00	2.00
Robert K. Hall 8 Cortland St. New York N. Y.		.50	.50
Luis Hallas c/o Standard Oil Co. N. J. Marine Dept. 26 Broadway New York N. Y.	7.88		7.88
David Ahlpern 3L S. Westlake Ave. Los Angeles Calif.	4.00		4.00
James Hamilton P. O. Box 26 Scotlandville Pa.		.50	.50
Caroline M. Hanlon 20 Stuyvesant Ave. Merrick Long Island N. Y.		1.00	1.00
Mr. Louis Hannweber Cedar St. Bklyn. N. Y.		2.50	2.50

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding
Chauncey D. Harader 59 Murray Ave. Uniontown Pa.		5.00
Floryan Harbus 1325 Wrightwood Ave. Chicago Ill.	2.50	
Mrs. Mary A. Hardesty 417 Halldale St. Los Angeles Cal.		4.50
Fred C. Harper Box 1486 Seminole Okla.	1.50	
Irwin Harrell 620 Golden Rod Ave. Baton Rouge La.		.50
John Harris 323 Bond St. Elizabeth N. J.		.50
Mrs. Martha Corinne Harris Signal Mountain Tenn.		.25
Mrs. Alice M. Hart Box 435 Alamo Tex.		5.00
Obbie L. Harvey Box 997 Seminole Okla.		1.50
Charles Hatfield Cragmor Colo.		.50
Miss Delna Anne Hathaway 562 Greenwood Ave. Atlanta Ga.		5.00
Miss Alison L. Haughton Charles River Mass.		4.00
Zach Hynes 1620 Gayosa St. Baton Rouge La.		1.25

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Miss Marion M. Hazen c/o Gavitt National Bank Lyons N. Y.		1.00	1.00
John O. Headley Hastings W. Va.		.38	.38
Mrs. Maude Healy 370 Central Park West New York N. Y.		2.50	2.50
Mr. Sidney Frank Heard c/o S. O. Co. Sec Anon Argentina Ave. Argentina S. A.		1.12	1.12
James Hefferan 807 Ocean Ave. Jersey City N. J.	1.88		1.88
Miss Ino Heikmin 2221 E. 14th St. Bklyn. N. Y.	3.39	1.13	4.52
Arthur Heinzig Oststr 82 Cheminitz Germany		2.00	2.00
Mrs. Louise W. Helmericht 4258 Arsenal St. St. Louis Mo.		2.50	2.50
Mr. Jean Henders 248 Eglinton Ave. East Toronto 12 Ont. Canada		.75	.75
Miss Mary E. Henebry 2100 Hudson Ave. Chicago Ill.	1.88	1.88	3.76
Ellwood Hendrick 139 E. 40th St. New York N. Y.		9.25	9.25
Geo. W. Henry Apartado 657 Tampico Tampi Mexico	1.50		1.50
Nathan S. Henry 42 Acushnet Ave. Springfield Mass.		1.00	1.00
James E. Henthorn 1039 E. Boulder St. Colorado Springs Colo.		.50	.50

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
William H. Herlwell 21 W. 52nd St. New York N. Y.		2.50	2.50
Mrs. Essie Herman 193 Annette St. Toronto Canada Ont.		2.50	2.50
Mrs. Essie Herman 923 St. Clair West Toronto Ont. Canada		2.50	2.50
Roman Arturo Hernandez c/o S. O. Co. of Venezuela Maturin Venezuela		2.25	2.25
Mrs. Frances Herndon 147 E. Main St. Lexington Ky.		.25	.25
Mrs. Dee Herod Dixon Springs Tenn.		.76	.76
Mrs. Fanny McComb Herzog 390 West End Ave. New York N. Y.		7.50	7.50
Mrs. Eleanor C. Hildebrand c/o Union & Planters Bank & Trust Co. Tr. Dept. Memphis Tenn.	37.50		37.50
William Daniel Hill 2306 Catherine St. Phila. Pa.		2.27	2.27
Georg Hillebrandt c/o Deutsch Amerikanische Pet Ges Mosczinskystr 18 Dresden A Germany		.50	.50
Miss Helen Lowe Miller 808 Broone St. New Orleans La.		5.00	5.00
Mrs. A. L. Hillerman R. F. D. 7 Box 722 Los Angeles Calif.		2.50	2.50

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Anthony Hills R. F. D. 7 Box 61 Baton Rouge La.		6.00	6.00
S. C. Hindeman Drawer 1 c/o Lion Oil & Refining Co. El Dorado Ark.	1.00		1.00
Henry Hines Scotlandville La.		.50	.50
Margaret G. Hinkley 120 Broadway New York N. Y.	12.50		12.50
Eduardo M. Hinojosa c/o S. O. Co. of Argentina Buenos Aires Argentina		7.50	7.50
Mr. Mayhew R. Hitch Jr. 16 Anthony St. New Bedford Mass.		20.38	20.38
William B. Hood Apartado 657 Tampico Mexico	8.00		8.00
Edward A. Hoffman 182 S. Arlington Ave. East Orange N. J.		3.75	3.75
Samuel H. Hoge Jr. 350 14th Ave. S. W. Roanoke Va.		3.75	3.75
Mrs. Mary Reid Hoggett 2765 Lancashire Rd. Cleveland Ohio		1.00	1.00
Patrick Holian 333 Fairmont Ave. Jersey City N. J.	5.00		5.00
Mrs. Dorothy A. Holm 1706 S. Westmoreland Ave. Los Angeles Cal.		1.50	1.50
Elbert Holmes 1565 Texas Ave. Shreveport La.		5.50	5.50

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Gladys Jean Holt 210 W. 86th St. New York N. Y.		2.50	2.50
Miss Margaret Holt 64 Union Ave. Schenectady N. Y.		1.00	1.00
Otis H. Holt	1.13		1.13
Ida C. Holzbaur c/o Wm. Penn High School Phila. Pa.		7.50	7.50
Alfred James Homan Box 138 Gustine Calif.		.75	.75
Miss Lala E. Home 29 Rhode Ave. St. Augustine Fla.		.25	.25
George H. Hoover 2804 No. 16th St. Omaha Nebr.	2.50		2.50
Mrs. Mary Elizabeth Horn 923 Clay Ave. Scranton Pa.		.75	.75
Henry Hornsby Box 104 Wilson La.		7.50	7.50
Frank J. Horsford 9 Patma St. St. James Trinidad B. W. I.		.50	.50
Leo Horvat Zagreb Jugoslavia		1.50	1.50
Erasmus Roderick Hosang c/o P. Giliezeau de Gannes Petrol Corp. Lago La Salina Maracaibo Venezuela		3.75	3.75
Almous Lawrence Howard c/o Hibler Hotel Seminole Okla.		1.50	1.50

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Estate of Charles N. Howard Charlotte Remington Extrx. 216 Waterman Ave. East Providence R. I.		5.00	5.00
Clarence O. Howard & Lily Standring Howard as Joint Tenants etc 124 Washington St. Springfield Mass.		.50	.50
Harry T. Howard Jr. 4534 St. Charles Ave. New Orleans La.		4.87	4.87
Harry T. Howard Jr. c/o Standard Supply Co. 822 Tchoupitoulas St. New Orleans La.		97.50	97.50
Thomas Hoyle 52 N. 60th St. Philadelphia Pa.		1.88	1.88
Mr. Charles G. Hubbard Kane Pa.		1.50	1.50
David Hudson Glace Bay N. S. Canada		12.50	12.50
John T. Hudson 2111 Spain St. Baton Rouge La.	.50	1.00	1.50
Albert P. Hughes 446 Oak St. San Francisco Calif.	65.00	29.50	94.50
Con Hughes Route 1 Blandville W. Va.		1.88	1.88
Henry Hughes Scotlandville La.		1.01	1.01
Roy E. Hughes Box 114 Wilson Okla.		1.00	1.00

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
William M. Hulse Carlinville Ill.		5.00	5.00
Miss Martha R. Hunt 1088 Park Ave. New York N. Y.		4.50	4.50
Mrs. Anna M. Hunter 231 Prospect St. South Orange N. J.		5.00	5.00
Mrs. Orla W. Hunter 512 North Chester Road Swarthmore Pa.		.50	50
Mr. Sonder Leon Hutchinson 97 Ronney St. Charleston S. Car.		3.75	3.75
Clyde R. Imler Box 967 Wilson Okla.	6.00		6.00
John M. Irwin 229 W. 46th St. New York N. Y.	3.75		3.75
Warburton G. Iselin 1999 Commonwealth Ave. Boston Mass.		.50	.50
Jerry Jackson R. F. D. No. 1 Baker La.		3.00	3.00
Joe Jackson Kaw City Okla.		3.50	3.50
Miss Jane Jackson 193 Willis Ave. Youngstown Ohio		5.00	5.00
Silas Jackson 132 Palmer St. Baton Rouge La.		2.00	2.00
Joseph J. Jacobs 3224 Grand Concourse New York N. Y.		7.50	7.50

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Joseph J. Jacobs 3224 Grand Concourse New York N. Y.		7.50	7.50
Miss Virginia Jackel 4008 Pine St. Philadelphia Pa.		2.37	2.37
John W. James & Stella M. James as Joint Tenants Etc. c/o J. J. Shepard Jersey City N. J.	4.50		4.50
Miss Ila M. Janes 50 Lynd Ave. Toronto 30 Ont. Canada		4.00	4.00
Israel H. Janet 1610 Ruxton Ave. Baltimore Md.		.50	.50
Jerry Jarrett 4316 Westway Toledo Ohio	11.50		11.50
Mr. Frank S. Jasin 1 Chase Court Bayonne N. J.	3.50		3.50
Melissa Jergens 126 Walnut St. Harrisburg Pa.		.50	.50
Fred B. Jetton c/o Gulf Refining Co. Tuis La.	1.14	.38	1.52
Hans Johanson Standard Oil of N. J. Marine Dept. 26 Broadway New York N. Y.	9.75		9.75
Walter E. Johns 513 North St. Oil City Pa.		.75	.75
Allan R. Johnson 608 7th St. West Ashland Wis.		1.8	1.88

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Miss Doris Marie Johnson 2988 Ludlow Road Cleveland Ohio		.88	.88
Miss Elsie J. Johnson 11 Longwood Ave. Roxbury Mass.		2.50	2.50
Mrs. G. W. Johnson c/o Cia Maxicana De Aviacion S. A. Apartado 901 Mexico D. F. Mexico		6.75	6.75
E. Howard Foster Admr. Estate of Mr. Henry T. Johnson 419 Washington Ave. Bergenvield N. J.		1.88	1.88
Henry T. Johnson Chadbourn N. C.		2.25	2.25
Howard M. Johnson 5 Chestnut Ave. Begota N. J.		.25	.25
Mr. John Alfred Johnson 200 Union St. Sydney N. S. Canada		.97	.97
John E. Johnson Box 977 Seminole, Okla		1.00	1.00
Mrs. Masley Johnson Ernest & William Johnson Georgia St. Baton Rouge, La	.25		.25
Walter E. Johnson 36 Irving St., West Springfield, Mass.	.50	11.50	12.00
Wilk B. Johnson 1125 N. Market St., Shawnee, Okla.		9.50	9.50
James R. Johnson Box 2045 Tulsa, Okla		1.50	1.50

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Eudell Jolly 120 N. Stone Tucson, Ariz	.76		.76
Erwin Dain Jones 1717 N. Fitzhugh St., Dallas, Tex		5.00	5.00
Mrs. Hilary B. Jones 460 North St., Baton Rouge, La		.75	.75
Wilson E. Jones Flora, La.		6.00	6.00
Mrs. Elizabeth Sublette Jordan Springfield Charles Town, Jefferson Co. W. Va.		1.50	1.50
Charles W. Julian Fargo, N. D.		5.25	5.25
Albert J. Kalmary 212 Freeman St., New York, N. Y.	25.00		25.00
George Kanel 40 North 3rd St., Harrisburg, Pa.	12.50		12.50
Herman Kassinger 181 Montague St., Brooklyn, N. Y.		4.00	4.00
Charlotte Kay 522 N. 3rd St., Oil City, Pa.		4.50	4.50
Miss Annie F. Keller 1564 E. 13th St. Brooklyn N. Y.		2.50	2.50
Mrs. Cora T. Kelley c/o American Exchange Irving Trust Company 60 E. 42nd St. New York N. Y.	4.00		4.00
Hugh H. Kelley c/o El Dorado National Bank El Dorado Kansas		1.50	1.50

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
James M. Kelley c/o Standard Oil Co. of Venezuela Maracaibo Venezuela		34.38	34.38
Nehemiah Kelly 835 Gaines St. Baton Rouge La.		3.50	3.50
Thomas F. Kelly 3757 43rd St. Corona Long Island N. Y.		1.25	1.25
G. Radford Kelso 1320 Cortelyou Road Brooklyn N. Y.		.75	.75
Mrs. Frances J. Kennedy c/o Logan & Bryan 42 Broadway New York N. Y.		7.50	7.50
George A. Kenyon Bryant Okla	.38		.38
George J. Kerkman Van Horne Ia.		3.00	3.00
Martin E. Kestenbaum 555 Mountain Ave. Westfield N. J.		1.00	1.00
Albert Ketterl 2 Frohlicke Turkenstrasse Regensburg Germany		1.00	1.00
Leonore W. Keyes 4279 Grand Ave. Detroit Mich.		.76	.76
Mary J. Kiefhaber 409 W. State St. Ithaca N. Y.		12.50	12.50
Albert Sidney King c/o C. C. Cannery Cottage 5 Modesto Calif.	3.75		3.75
Mrs. Anna King % Jewish Maternity Hospital 270 E. Broadway New York N. Y.		2.50	2.50

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mrs. Janet Henke King c/o First National Bank Hersdale Ill.		1.00	1.00
Janet Henke King 6930 South Shore Drive Chicago Ill.		.76	.76
Washington R. King 7 S. Fulton Ave. Baltimore Md.		2.00	2.00
Harvey J. Kingry % Compania Trans Continental De Petrolea S. A. Cacalloa Comp #1 Apartado 657 Tampico Tampa Mexico		10.88	10.88
Miss C. Cornelia Kingsley 103 Elk St. Syracuse N. Y.	4.50		4.50
David W. Kinsley 375 Campbell St. Akron Ohio	4.00		4.00
Max Kirkpatrick Rural Valley Pa.		1.50	1.50
Mrs. Clair Wright Kite 2178 Wyoming Ave. Washington D. C.		5.00	5.00
H. F. Klamt c/o Sinclair Oil Co. St. Jos Texas	15.00		15.00
Mrs. Caroline Klaus 4518 Lorain Ave. Cleveland Ohio		.38	.38
Myron F. Kleeberger Warren Illinois		10.00	10.00
Julio Klein c/o Standard Oil Co. S. A. A. Buenos Aires Argentina		3.90	3.90

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Theodore W. Knauth 46 W. 40th St. New York N. Y.		5.25	5.25
Mr. Robert E. L. Knight Jr. c/o American Exchange N/B Dallas Texas.	50.00		50.00
Joseph Koch c/o A. S. Terril & Co. 111 Broadway New York N. Y.		.75	.75
Mr. Anton Koeller 1838 N. Cleveland Chicago Ill.		.25	.25
Joseph L. Kolenz 3210 W. 90th St. Cleveland Ohio	1.50		1.50
Martin J. Konold c/o Nathan C. Konold Ann Arbor Trust Bldg. Ann Arbor Mich.		.97	.97
Hans Koos 522 Bayway Elizabeth N. J.		1.50	1.50
Johann Kornbrust Zell A D Mosel Germany		1.50	1.50
Kenneth E. Kratz 1506 Geddes Road Ann Arbor Mich.		2.50	2.50
Susie K. Krause La Crosse Kansas		37.50	37.50
Richard C. Kroggel 149 15th St. Wheeling W. Va.	25.00		25.00
Mr. Henry Kronheim 5318 5th Ave. Brooklyn N. Y.		3.75	3.75

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Charles Kuederly 591 Summit Ave. Jersey City N. J.		5.00	5.00
Miss Anne H. Kuhlow 1952 E. 73rd St. Cleveland Ohio		7.50	7.50
Sig Kühne % West India Oil Co. Panama City R. P.		3.50	3.50
Mrs. Janette W. Kunze 21 Polhemus Place Brooklyn N. Y.		5.63	5.63
J. Willis Kunze 21 Polhemus Place Brooklyn N. Y.		5.63	5.63
H. H. Kyle Box 29 Oil City Pa.		1.13	1.13
Mitchell Kyviokon 320 Tremont St. Boston Mass.		.50	.50
Michael J. Lahey 108 Main St. Leominster Mass.	5.00	39.75	44.75
Robert Lambring R. I. Box 38 Kildare Okla.		.50	.50
Mr. Sidney Landry 1717 Gracie St. Baton Rouge La.		.50	.50
Mrs. Hattie C. Lang 725 Skinker Road St. Louis Mo.		5.00	5.00
Albert B. Langston Kilgore Texas	4.75		4.75
Erminia La Rocca 1128 Avenue V Brooklyn N. Y.		1.00	1.00

	Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
	John Charles Laux 1325 Arthur Ave. Chicago Ill.		.75	.75
	Mrs. Anna Lavrit 113 Grier Ave. R. F. D. 2 Elizabeth N. J.	2.26		2.26
	Fred Lavis Jr. 50 Greenacres Ave. Scouville N. Y.	2.50		2.50
	Richmond E. Lawlor 194 Margaret St. Richmond S. I. N. Y.		.25	.25
	Oscar W. Lawson 162 Academy St. Belleville N. Y.		2.63	2.63
	Mrs. Minnie E. Leach 97 Stephens St. Suite 32 Boston Mass.	1.00		1.00
	Patrick Leahy 116 8th Ave. East Calgary Alta Canada		10.00	10.00
	Robinson M. Leake 507 Boyd Ave. Baton Rouge La.		1.50	1.50
	Harley R. Leasure Grove W. Va.	3.38		3.38
	Fred J. Le Blanc c/o Standard Shipping Co. 26 Broadway New York N. Y.	5.00		5.00
	Messias Leite Caixa Postal 59 Paranyba Brazil		1.00	1.00
	General Michel Lelong 241 N. Peters St. New Orleans La.		2.50	2.50
	I. C. Lenderman 1079 E. Dalzell St. Shreveport La.		.50	.50

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Samuel Lesofsky 12 Franklin Ave. Chelsea Mass.		.50	.50
Claude Lesson A Gillg sur Loire Soone et Loire France		.75	.75
Miss Clara O. Leuschner c/o Mrs. H. Leonard Underhill Amigo Lioga Co. N. Y.		1.26	1.26
Alexander Levi c/o Standard Oil Co. S. A. A. Buenos Aires Argentina.		5.00	5.00
Herbert Levitan 206 Grand Blvd. Long Beach L. I. N. Y.	1.50		1.50
Mrs. Gertrude Levy 3444 Knox Pl. Apt. 61 Bronx New York		4.00	4.00
Emanuel L. Lewis 50 W. 96th St. New York N. Y.		10.00	10.00
Miss Emily Westwood Lewis c/o W. McMillian Lewis 1601 Railway Exchange Bldg. St. Louis Mo.		2.00	2.00
Gilbert Lewis 513 E. Grace St. Richmond Va.	1.00		1.00
Homer E. Lewis c/o Standard Oil Co. S. A. Argentina Avenue Roque Saenz Pena 567 Buenos Aires Argentina		7.13	7.13
Wm. F. Lewis 1197 Grand Concourse New York N. Y.		1.88	1.88
Ercell H. Leyda c/o C. B. Harris Bin 1 Smackover Ark.		1.50	1.50

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mrs. Sadie L'Heureux 3028 Ahell Ave. Baltimore Md.		.50	.50
Bert Lidgett c/o Mr. F. Smith Hospital Contralmirante Cordero Fes Rep. Argentina		7.80	7.80
Mr. Frank L. Lienhard Commonwealth Apts. Cedar Rapids Iowa.	7.50		7.50
Manoel de A Lima Caixa Postal 14 Mace 10 Alagoas Brazil		3.50	3.50
Harold H. G. Lindquist Valley City N. Dak.		.50	.50
Hermann Link c/o D.A.P.G.V.A. Frankfurt Borsenplatz 13 Frankfurt A Main Germany		.50	.50
Raymond A. Lippert 4870 Norwood Road Ave. Chicago Ill.		1.50	1.50
Walter W. Little 816 West 11th Ave. Pene Bluff Ark.		2.00	2.00
Mrs. Josephine Parker Locke 9 Hurlbritt St. Cambridge Mass.		6.00	6.00
Frank Lockwood 80 Spring St. Goshen N. Y.		1.25	1.25
John Logeman 733 Robbins Terrace Chicago Ill.		7.50	7.50
Adolf Lohlein c/o Waried Tankschiff Rhederei G.M.R.B.H. Neuer Jungfernstieg 21 Hamburg 36 Germany		7.50	7.50

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mrs. Hattie M. Lonergan 706 S. Wewoka Wewoka Okla.	6.75		6.75
Mr. Lewis Benton Long Jr. c/o Logan & Buhan 636 S. Spring St. Los Angeles Calif.		2.50	2.50
Rene Diaz Lopez P. O. Box 1303 Havana Cuba		.50	.50
Custavo Couso Lopez Aranguren 93 Regla Cuba		.38	.38
Ididoro Lopez c/o Isabel L. Cutulico 1038 B. S. Aire S. A.	2.25		2.25
Mrs. Susie M. Lothridge 27 Elm St. Norwick N. Y.		1.25	1.25
Joaquim M. Lourenco Caixa Postal 123 Proto Alegre Rio Grande Do Sul Brazil		.47	.47
William Lowe c/o Mrs. Charlotte K. Lowe Extrs. 144 Buckingham Road Yonkers N. Y.	7.00		7.00
Abdoe Lrazak Petodjo Miratoe No. 12 Batavia Centrum D. E. I.		2.00	2.00
Luciano Lucarelli Caixa Postal K. K. Sao Paulo Brazil		1.25	1.25
Fred Lucas Sigourney Iowa		.50	.50
Mrs. Florence M. Lustig 50 Santa Monica Way San Francisco Cal.		4.50	4.50

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Roy J. Lyon 406 State St. Bristol Tenn.	1.00		1.00
Lionel A. McAndrew RFD #2 Steele Place Baton Rouge La.		.50	.50
Mrs. Mary McArdle as Guardian of the Person & Property of James Julien McArdle & the Guardian Clerk of the Surrogate Court of New York County 118 W. 97th St. New York N. Y.		2.50	2.50
Alberta Gail McAtee Wapakonetta Ohio		.25	.25
Clare M. McCall 605 2nd Ave. Montgomery W. Va.		1.00	1.00
Mr. Thomas McCann 38 Filmore St. New Brighton S. I. N. Y.		16.26	16.26
Merlin E. McCarron 818 Walnut St. New Orleans La.		4.25	4.25
Kohn M. McClymont c/o Scarsdale Golf Club Hartsdale N. Y.		5.00	5.00
Miss Martina McDonald 93 Moraine St. Jamaica Plain L. Mass.		1.00	1.00
Mr. Thomas McEnroe 227 E. 59th St. New York N. Y.	18.75		18.75
Miss Catherine McFadden 811 Avenue D Miami Fla.		10.00	10.00
Thomas J. McGann 27 William St. New York N. Y.		2.50	2.50

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mrs. Mildred Lee McGarr General Delivery Holdenville Okla.	14.00		14.00
John McGhee P. O. Box 1347 Baton Rouge La.	1.75		1.75
Miss Katherine McGowan c/o Bank of Italy 7th & Aline Sts. Los Angeles Calif.		3.75	3.75
John B. McHale Farmingdale L. I. N. Y.	.50		.50
Mrs. Lina McKain 419 S. Winebiddle Ave. Pittsburgh Pa.		2.50	2.50
Mr. John McKay c/o National Analine & Chemical Co. Abbott Road Buffalo N. Y.		3.75	3.75
Miss Mildred McKee Barry Ill.		2.50	2.50
Edward L. McKenna Springfield Delaware Co. Pa.		1.00	1.00
Mrs. Kezia McKinnon 2 Ariola Road Toronto Ont. Canada		5.00	5.00
Mr. Smith McKown 1 Woodward St. Charleston S. Car.	3.25		3.25
Joseph F. McLaughlin 701 Oregon Ave. Philadelphia Pa.		2.00	2.00
Vance L. McLean 703 S. Akfuskee St. Wewaka Okla.	5.00	5.00	10.00

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
John W. McLellan New Glasgow N. S. Canada	5.00		5.00
Thomas G. McMahon 111 E. 11th Place Chicago Ill.		3.75	3.75
Mrs. Irene McMakin Shelbyville Ky.		1.88	1.88
Emigrants Industrial Savings Bank a/c Miss Catherine McMonagle #8918 43rd St. & Lexington Ave. New York N. Y.		7.50	7.50
John D. McVitty Bryn Maur Pa.		1.95	1.95
Miss Maurine McWane c/o Lynchburg Foundry Co. Lynchburg Va.		2.50	2.50
Miss Florence MacDonald 7956 Merrill Ave. Chicago Ill.		3.25	3.25
John W. MacDonald c/o George Corey New Zeon R.R. 1 Sumberg County New Brunswick Canada		2.72	2.72
Miss Mary E. Macdonald 300 London St. Peterboro Ont. Canada		.50	.50
Mrs. Maud C. Mackay 57th St. Ill. Central Station Chicago Ill.		.75	.75
John F. Hawtigan Temporary Guardian of the Person and Estate of Francis J. Madden 20 Beacon St. Boston Mass.		5.85	5.85
John Madden 9009 Empire Ave. Cleveland Ohio		5.00	5.00

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Midland Bank A/C Tanis L. Maddick 74 Goswell Rd. Clerkenwell Branch London E. C. 1 England		2.50	2.50
William Madigan 159 Nott St. Wethersfield Conn.		.50	.50
James M. Magee Mansfield La.	1.00		1.00
Seymour Maggio 704 Gains St. Baton Rouge La.		1.25	1.25
Miss Florence E. Magill Ensenada Porto Rico		1.00	1.00
George W. Magrogan 653 Columbia Rd. N. W. Washington D. C.	2.00		2.00
Miss Katherine S. Major Shavertown Pa.		1.13	1.13
Gus Malmberg 91 Mission St. San Francisco Calif.	1.00		1.00
Miss Agnes I. Maloney 115 Murray St. Elizabeth N. J.		5.00	5.00
Francine T. Manet c/o Security Co. Security Trust & Savings Bank Los Angeles Cal.		6.25	6.25
P. G. Mangum Box 1094 Shreveport La.		1.50	1.50
Mrs. Augusta S. Mannheimer 124 W. 79th St. New York N. Y.		1.88	1.88
Edgar E. Manucy Jr. St. Augustine Fla.		.50	.50

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Hans Marke c/o D. A. P. G. V. A. Hamburg Valentinskamp 90 Hamburg 36 Germany		1.95	1.95
Johannes Marke Klosterallee 23 Hamburg 37 Germany		.97	.97
Miss Avis L. Martin 20 Pleasant View St. Bangor Me.		2.14	2.14
Miss Emily E. Martin Apt. 303 3018 Tracy St. Kansas City Mo.		1.00	1.00
John F. Martin c/o Standard Oil Co. of Bolivia Postosi 169 La Paz Bolivia		2.50	2.50
Mrs. Julia W. Martin 17 Sherwood Pl. Greenwich Conn.		2.50	2.50
Louis Martin R. F. D. 1 Istrouma Branch Baton Rouge La.		2.00	2.00
Mrs. Malinda J. Martyn Richardson W. Va.	12.75		12.75
Wesley C. Marvel 1632 Norwood Ave. Baltimore Md.		.50	.50
Albert Marvin 1620 Benson Ave. Brooklyn, N. Y.		.25	.25
Charles Marzahl 131 Market St. Perth Amboy N. J.	5.63	5.63	11.26
Thomas John Mastros 230 E. 42nd St. New York N. Y.		2.50	2.50
Gustav A. Matscher 479 56th St. Brooklyn N. Y.	5.00		5.00

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Arthur E. Matthewson Oshawa Ont. Canada	5.00		5.00
Richard B. May 2715 N. 45th St. Omaha Enbr.	2.00		2.00
Florence B. Mayer 16 Claremont Ave. New York N. Y.	5.50		5.50
Samuel J. Mayer Box 244 Bower St. Linden N. J.		1.14	1.14
Joseph A. Maygers 711 S. Boulden St. Baltimore Md.		4.00	4.00
Francisco A. Mazziotti West India Oil Co. Sicursal Tucuman F.C.C.A.	.50		.50
Miss Ruth Meacham Greenwood Apts. Canon City Colo.		1.00	1.00
Miss Josephine Mealey 513 N. Stanley Los Angeles Cal.		1.88	1.88
Frank L. Mears c/o D. P. Mears Mason Mo.		1.25	1.25
Benjamin Mendes Caixa Postal 970 Rio De Janeiro Brazil		2.00	2.00
Fred E. Mercer c/o Standard Oil Co. of N. J. 26 Broadway New York N. Y.	1.13	2.26	3.39
Marvin C. Merrifield 3411 Brothers Pl. Anacostia D. C.	2.00	3.00	5.00
Mrs. Carrie Husted Merritt c/o Mrs. Ethel Snyder Round Hill Greenwich Conn.		.50	.50

Stockholder's Name and Last Known Address.	Returned by Post Office	Outstanding	Total
John R. Merritt 10 S. La Salle St., Room 612 Chicago Ill.		2.50	2.50
Antonio Mesa Ave Roque Saenz Pena 567 Buenos Aires Argentina		.75	.75
Alvin Metcalf 1030 S. Utica Pl. Tulsa Okla.	1.50		1.50
Ellis Meyer 8562 91st St. Brooklyn Manor L. I. N. Y.		2.25	2.25
Henry Meyer Titonka Ia.		.50	.50
Joe. M. Meyer 110 Pennsylvania Ave. Asheville N. Car.		2.50	2.50
Louis J. Meyerle 138 S. St. N.W. Washington D. C.		2.50	2.50
John H. Michael 218 High St. Elizabeth N. J.		.50	.50
D. W. Middleton c/o Guaranty Trust Co. 5th Ave. & 43rd St. New York N. Y.	.75		.75
John Miksiewicz 205 Bayway Elizabeth N. J.	1.50		1.50
William Miles F. D. #2 Box 3 Baton Rouge La.		1.50	1.50
Robert E. Milgrim c/o Chas. Milgram 6 W. 57th St, New York N. Y.		1.00	1.00

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mrs. Margaret W. Millar 41 Russell St. Plymouth Mass.		2.50	2.50
Adam Miller 367 Champagne St. Baton Rouge La.		2.75	2.75
Dorothy W. Miller 107 Stay Ave. Westmount N. J.		.97	.97
Harry Miller c/o Richard Whitney 50 Broadway New York N. Y.	12.00		12.00
Wilard A. Millican 501 Tennessee Ave. St. Elmo Tenn.		1.00	1.00
Herbert J. Millies Jr. 1138 6th Ave. Huntington W. Va.		3.00	3.00
Thornton Mills 919 Scott St. Baton Rouge La.		1.00	1.00
Samuel M. Millsap c/o A. E. [illegible]rry Route #2 Seminole Okla.	3.00		3.00
Alvin H. [illegible]ner 265 Cossit[illegible] Memphis Tenn.	1.13		1.13
Harry A. M[illegible]sky 381 Van Brunt St. Brooklyn N. Y.		7.50	7.50
Mrs. Kathleen G. Minus c/o Asherton State Bank Asherton Texas		3.75	3.75
Francis N. Joyce Trustee for Michael Michael F. Miovas U/A Dated Dec. 12 1931 481 New York Ave. Rochester Pa.		2.50	2.50

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Benjamin H. Mitchell 409 Power St. Anderson S. Car.		.50	.50
Duke Mitchell Hazel Oklahoma	3.00		3.00
James H. Mitchell Box 51 Elkhart Tex.		.97	.97
John Mitchell 451 Richmond Terrace New Brighton S. I. N. Y.		3.13	3.13
John E. Moisson 208 Calhoun St. Charleston S. Car.		.50	.50
Marie Mollard 11541 201st St. Albany N. Y.		1.00	1.00
Blanche Monnier 5 Rue Lyantey Paris France		30.00	30.00
Damaso Ilore T. Montano Arte 38 Casa Blanca Habana Cuba		4.25	4.25
Robert Montegudet 35 Avenue Kleber Paris France		7.00	7.00
Fernando Monteiro Rua Justiniano Da Rocha 44 Villa Isabel Rio de Janeiro Brazil		.50	.50
Joseph F. Moon c/o Standard Oil Co. of N. J. Box 880 Charleston Refinery Charleston S. C.	1.00		1.00
Georgina T. Moore c/o J. F. Brown 9 Belleveiw Terrace Hillside N. J.		.50	.50

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Miss Irene Moore P. O. Box 132 Scotlandville La.	1.50		1.50
Aldwin Moos 1342 Jackson St. Shreveport La.		.50	.50
William B. Morelock General Ballivian Rep. Argentina S. A.		4.50	4.50
A. A. Moreno Room 905 26 Broadway New York N. Y.		18.75	18.75
Philip E. Morgan 63 Padwell Road Southampton Hampshire England		.47	.47
John L. Morgenthau 2 Rector St. Room 808 New York N. Y.		1.25	1.25
Miss Clara V. Morris 141 Washington Place New York N. Y.		1.25	1.25
Eddie Morris 1967 North St. Baton Rouge La.		1.25	1.25
Leland C. Morris 206 New Miller Bldg. Kirksville Mo.		1.25	1.25
Miss Leta Morris 1015 Park Ave. New York N. Y.		1.90	1.90
Miss Susanna Morse 1507 First National Bank Bldg. Baltimore Md.		1.00	1.00
Harry Moser 915 Westfield Ave. Elizabeth N. J.		2.50	2.50
Lee Mulhall 1524 Grandview Blvd. Sioux City Iowa		2.50	2.50

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Frederick Muller 1367 B. St. S. E. Washington D. C.		15.00	15.00
Mrs. Margaret Mullin 163 W. 33rd St. Bayonne N. J.		6.00	6.00
John Munroe & Co A/C Paul Malafosse 30 Pine St. New York N. Y.		35.00	35.00
Jessie R. Murchie c/o International Trust Banking Co. Calais Me.		4.75	4.75
Miss Katherine Murphy 1220 Greenup St. Covington Ky.		1.00	1.00
John E. Murray 24 Loder St. Hornell N. Y.		2.50	2.50
Kermit Murray c/o Standard Shipping Co. 26 Broadway New York N. Y.		.50	.50
Miss Anna M. Muulreany 301 Clermont Ave. Brooklyn N. Y.		3.50	3.50
Julius Nawyokas 1 Winter St. Inkerman Pittston Pa.		.75	.75
Michael E. Neary 1022 Neary Ave. Baltimore Md.	3.25		3.25
Amos R. Neer c/o Standard Oil Co. of Argentina Buenos Aires Argentina	5.25		5.25
Frank Netherton Skiatook Okla.		.76	.76

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
William J. Neuenschwander Sistersville W. Va.		3.75	3.75
Clarence A. Neusbaum 22 Emory St. Jersey City N. J.		7.50	7.50
Mrs. Eliese Neustadt 203 W. 107th St. New York N. Y.		4.00	4.00
Miss Frankie Lee Newton 1005 W. Mulberry Ave. San Antonio Texas		4.50	4.50
Richard Nicholson c/o F. C. Bigley Standard Oil Company Baltimore Md.	3.75		3.75
Abram Noe c/o Ned Kel. Pet. Mij. Weltevreden Batavia Java D. E. I.		8.50	8.50
Mrs. Alma B. Nolan Box 154 Manayka W. Va.		1.25	1.25
Margaret Norris 35 05 105th St. Corona L. I. N. Y.		2.50	2.50
Mary J. Norris Edgefield S. Carolina		1.00	1.00
Edw. A. Northen 986 Mission St. San Francisco Cal.		1.13	1.13
Soedirdjo Notowiroto c/o Ned. Kol. Petr. Mij. Palembang Sumatra D. E. I.		.50	.50
Miss Bessie Nunn 3007 1st Ave. Highland Park Richmond Va.		1.88	1.88

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Miss Inez Nussel 2843 Melrose Ave. Walnut Hills Cincinnati Ohio		1.50	1.50
Louise Newell O'Brien c/o Wheeler Bently & Neville Lima Ohio		1.00	1.00
Mrs. Rose C. O'Brien 733 S. Flower St. Los Angeles Cal.		5.00	5.00
Sepp O'Brien 2512 Octavia St. Fresco Cal.		.50	.50
Archie Odell Cooper Okla.	.38		.38
Mrs. Katherine M. O'Donoghue 361 Belmont Ave. Springfield Mass.		.50	.50
Miss Winifred A. O'Donnell 17 Thompson St. Hugenot Park S. I. N. Y.		1.00	1.00
Elias Oemar c/o Sjamoedin Postklerk Padang Pandjang Sumatra D. E. I.		.67	.67
Thomas E. O'Flaherty c/o Cia Nacional De Pet. Ltda. B. Blanca Argentina		1.00	1.00
Oscar Olson Felton Minn.		2.00	2.00
Ourlis S. Olson Thor Iowa		1.50	1.50
Bernard Olsson c/o Standard Shipping Co. 26 Broadway New York N. Y.		.75	.75

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Dewey O'Neal R. F. D. 4 Baton Rouge La.		1.50	1.50
Clarence C. Osborn c/o Marland Refining Co. Ponca City Okla.		5.63	5.63
Jim A. Osborn Laguintos Club Lalara Peru		5.25	5.25
Henning Osterblad c/o Standard Shipping Co. 26 Broadway New York N. Y.		.75	.75
Mrs. Martha Osterrieth Austin St. Forest Towers Forest Hills L. I. N. Y.		1.00	1.00
Charles Oszust 483 Broadway Bayonne N. J.	9.25		9.25
Jose L. Otero c/o Standard Oil Co. S. A. A. Buenos Aires Argentina		2.00	2.00
Miss Corinna O'Toole 1224 Park Ave. Richmond Va.		1.50	1.50
Louis Oury c/o West India Oil Co. Ave Roque Saenz Pena 567 Buenos Aires Argentina		5.25	5.25
Liewellyn L. Outhuse 25 N. Main St. Springfield Mass.		.50	.50
Edward J. Owen 1391 Delaware Ave. Buffalo N. Y.		1.00	1.00
Sherwood Owen 6511 Bosworth Ave. Chicago Ill.		.75	.75

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Ben F. Pace c/o A. E. Perry Route No. 2 Seminole Okla.	2.00		2.00
Dulce De M. Pacote Caixa Postal 59 Paranyba Brazil		.50	.50
Justina A. Paez c/o West India Oil Co. Ave Roque Saenz Pena 567 Buenos Aires Argentina		.50	.50
Lyons Page 2344 St. Charles Ave. New Orleans La.		10.50	10.50
Henrique Pagliuca Caixa Postal K. K. Sao Paulo Brazil		1.00	1.00
Louis Palmer 429 Lewis St. Baton Rouge La.		2.25	2.25
Nick C. Palmer Weller Ave. Istrouma P. G. La.	1.50		1.50
Andrew Pappas 332 Alder St. Portland Ore.		.76	.76
Curtis T. Parker 222 Warren Ave. Baltimore Md.		.25	.25
Max Parker Box 448 Allen Okla.		.38	.38
Mr. Bob Parkdvich 1019 S. Maple St. Los Angeles Calif.		1.88	1.88
Samuel Parnass Bway. View Hotel 2720 Bway. N. Y. C.		4.75	4.75

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mr. Monte L. Parris c/o Okla. Pipe Line Co. Route 4 Seminole Okla.		5.00	5.00
Ray Parrd 1113 W. 80th St. Chicago Ill.		2.50	2.50
Mrs. Lena M. Parsons Dinoya Okla.		.75	.75
Mr. Morris Pasternack 101 Grand Ave. Laramie Wyo.		1.13	1.13
Walter A. Patrick & Arthur J. Patrick Exec. of the Est. of Mr. Walter M. Patrick 1183 Jefferson Ave. Brooklyn N. Y.		2.50	2.50
Mrs. Clara S. Patterson 624 S. Michigan Ave. Chicago Ill.		1.13 1.13	2.26
Mrs. Janice A. Patterson 1673 Columbia Rd. Washington D. C.	36.04		36.04
Tom C. Patton E. 26th & Hamilton Ave. Cleveland Ohio		5.00	5.00
Miss Minnie M. Paul c/o David E. Rouse 571 Doctors Bldg. Cincinnati Ohio		18.75	18.75
Isaac Payne 206 Adam St. Baton Rouge La.	.50		.50
Pauline E. Pearson c/o Mrs. A. Lewis 117 Harmon Ave. Pelham New York		1.25	1.25
Mr. Cyril E. Peck 515 Union Ave. N. S. Pittsburg Pa.		.75	.75

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mrs. Ebba M. Peck 231 S. La Salle St. Chicago Ill.	.50 .50 .50		1.50
Miss Ruth M. Peck Woodmere New York		1.25 1.25	2.50
Mr. John H. Peel 208 S. La Salle St. Rm. 905 Chicago Ill.	.50 .50 .50		1.50
Miss Rosina Pellettier & Mrs. Genevieve Pellettier as Joint Tenants Etc. 808 Sherman Place Utica N. Y.		1.88	1.88
Mr. Raymond G. Peltey Warkmouth R. F. D. #4 Ontario Canada		.75	.75
Mr. Louis Pemovlie 209 Parkview Houston Texas	12.00		12.00
Mr. Simone Pepe 164 Thompson St. New York N. Y.		5.00	5.00
Eudaldo Ramirez Perea Luco #12 Havana Cuba	12.00		12.00
Fred J. Petersen & Leila M. Peterson as Joint Tenants Etc. 5019 George St. Chicago Ill.		1.50	1.50
Mrs. Jenny O. Petersen 233 Clinton Rd. Brookline Mass.		5.00 5.00	10.00
Arthur A. Pettigrew Box 997 Seminole Okla.	3.00		3.00
Mr. Wm. H. Pfarrar 447 Livingston St. Elizabeth N. J.		2.25	2.25

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
John H. Philips Rogersville Pa.	7.88		7.88
Mr. Raymond L. Philips R. D. 1 Ruffsdale Pa.	4.88		4.88
Roy M. Pierce Shawnee Okla.	7.50		7.50
Mrs. Edith D. Pierson 30 E. 42nd St. New York N. Y.		2.50	2.50
Robert Pifer Harpster Ohio		1.42	1.42
August Piguet Waried Tankschiff Rhederei G. M. B. H. Neuer Jungfernstieg 21 Hamburg 36 Germany		1.90	1.90
Mr. Oscar Pincuss 225 Rue Lafayette Paris France		3.75	3.75
A. N. De Andrade Pinto Rua Moreira Cezar 165 Nitteroy Estado Do Rio De Janero Brazil		.50	50
Presly W. Pitts Hotel Montclair 49th at Lexington Ave. New York N. Y.		5.00	5.00
Adelaide Kerrison Placci & Caarlo Aplacci 7 Via Alfieri Florence Italy		225.75	225.75
Poedjosdemarto c/o Ned. Kol. Petr. Mij. Palembang Sumatra D. E. I.		1.42	1.42
J. R. Poirier c/o Gilbert & Barker Mfg. Co. R. W. Guy Cashier Springfield Mass.		1.00	1.00

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Joseph Poirier 428 3 Rds. Ave. North Sask Canada	10.00		10.00
Murl D. Poling 310 Simpson Ave. Clarksburg W. Va.		1.50	1.50
Mr. John Polish 186 Halladay St. Jersey City N. J.		83.38	83.38
Mrs. Evelyn S. Pope 120 E. 21st St. Tulsa Okla.		5.00	5.00
L. Morgan Porter 1214 S. 51st St. Philadelphia Pa.		2.50	2.50
Mathew Pourrier 440 Leon St. Baton Rouge La.		1.25	1.25
Mrs. Helen Palmer Pray 1122 Second Ave. West Ashland Wis.		3.75	3.75
Mr. K. C. Prettyman 68 N. Atlanta Tulsa Okla.	.50		.50
Mrs. Sallie M. Price 921 St. Clais Ave. West Toronto Ont., Canada		5.00	5.00
Sterling R. Price c/o Standard Shipping Co. 26 Broadway New York N. Y.		1.95	1.95
Wallace T. Price P. O. Box 141 Glen Ridge N. J.	9.00		9.00
Mr. Alexander R. Pringle 22 Wellington St. East Toronto Ont. Canada		5.00	5.00

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
David Proctor Greenville N. Car.		5.00	5.00
Fritz Proepper Neustrasse 19 1 Gera Thunngue Germany		2.00	2.00
Mr. George Protsos 117 Cass St. Springfield Mass.		2.00	2.00
Mr. Alfred Putnam Hathaway Lane Wynnewood Pa.		13.75	13.75
Mr. Alfred Putnam c/o Dillon Read & Co. 1421 Chestnut St. Philadelphia Pa.		2.00	2.00
Mr. Enrique Quintanilla Apartaod 657 Tempico Mexico		.76	.76
Albert Raby Jr. 58 Bismark Ave. Trenton N. J.		1.75	1.75
Mr. Jason P. Rader c/o The Carter Oil Co. Burbank Okla.	4.88		4.88
Mike Radovich 511 Harmon St. Youngstown Ohio		6.00	6.00
Mr. Earl A. Raiguel Louisa Ky.		1.13	1.13
John I. Raines Box 383 Seminole Okla.	2.00		2.00
Abraham V. Rajwantn c/o Trinidad Oil Fields Operating Co. Ltd. P. O. Box 18 San Fernando Trinidad B. W. I.		.50	.50

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mrs. Blanche A. Randall 602 Swetland Bldg. Cleveland Obio		2.50	2.50
Mr. Wilhelm Ranft Marienthalerstrasse 73 Hamburg Germany		.50	.50
Mr. Oscar Range c/o Tombay Mine Smuggler Colo.	3.75	3.75	7.50
Thomas Ranzino 152 Royal St. Baton Rouge La.		8.00	8.00
Jacob Raufman 284 River St. Troy N. Y.		5.00	5.00
Fred Raymond 121 Tolang Djawa Palembang Sumatra D. E. I.		2.00	2.00
Mr. Robert R. Read 47 Riverside Ave. Evansville Ind.		1.25	1.25
Mr. Harvey C. Reagan P. O. Box 710 Minden La.		2.75	2.75
Mr. James M. Reed c/o Standard Oil Co. Soc Anon Arg. Ave. Roque S. Pens 567 Buenos Aires Argentina	5.50		5.50
Mary I. Reed Box 987 Cocoa Fla.		1.13	1.13
Mr. Philip Reed 13 Willow St. Bayonne N. J.		1.25	1.25
Mr. Philip Reed R. F. D. #3 Box 15 Baton Rouge La.		3.13	3.13
James L. Reilly 259 So. 3rd Ave. Mount Vernon N. Y.		2.00	2.00

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mr. Joseph W. Reilly 845 Garden St. Elizabeth N. J.		1.25	1.25
Mr. Domingos Dos Reis, Jr. 145 Ave. Aqua Pranca São Paulo Brazil S. A.		.38	.38
Miss Elizabeth Rennult 135 E. 53rd St. New York N. Y.		5.00	5.00
Miss Florence Renoy c/o Battery Park Hotel Asheville N. J.	.50		.50
Mancel B. Resende Caixa Postal 970 Rio de Janeiro Brazil		1.88	1.88
Adelbert P. Rich Borough Hall Brooklyn N. Y.		9.00	9.00
Raymond Hugh Richard c/o Houston Oil Co. Smackover Ark.	3.50		3.50
Roy T. Richards c/o Standard Shipping Co. 26 Broadway New York N. Y.	5.50		5.50
Mr. Edward N. Richardson 2620 Josephine St. New Orleans La.	6.38		6.38
Mr. Norval R. Richardson 5058 N. Lincoln St. Chicago Ill.	15.75	1.25	17.00
Rufus Richardson 1057 Prospect Ave. 2-C Bronx New York		4.00	4.00
William Ricks 2925 W. North Ave. Baltimore Md.		.88	.88
Marcel Ricguer 134 Cours Leeutaud Marseille France		1.57	1.57

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mr. Julian A. Riddick 641 Redgate Ave. Norfolk Va.		1.13	1.13
Miss Avice E. Riddle 570 E. 183rd St. New York N. Y.	.76		.75
Miss Frances H. Ridge Chamvers Ave. Greenville Pa.		.50	.50
Chester R. Riley Wellsburg W. Va.		50.00	50.00
Miss Mary Louise Rimmer 404 Hull Bldg. Little Rock Ark.		.75	.75
Elmo Roberson 1066 So. Boulevard Baton Rouge La.	1.00		1.00
Elmo Roberson 1122 S. Royal St. Baton Rouge La.	1.00	1.00	2.00
Mrs. Alice Mumford Culin Trustee for Penelope Roberts without indenture 296 Sterling Place Brooklyn N. Y.		8.63	8.63
Mr. Anton B. Robertson c/o Robertson Paine & Varnish Co. Cleveland Ohio		6.25	6.25
Leslie I. Robertson Box 1411 Seminole Okla.	.50		.50
Reginald E. Robinson R.F.D. Box 281 Charleston S. C.	3.00		3.00
Selma Robinson 65 Central Park West New York N. Y.		2.50	2.50
Luther J. Robison 1410 Poplar Ave. Memphis Tenn.		2.37	2.37

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Thomas Roche Box 58 Brooklyn N. Y.	5.00		5.00
Miss Anna M. Rock c/o J. B. Morrer 71st Troy N. Y.		8.50	8.50
Mr. Hector Rodriquez c/o S.O. Co. of Venez. Maturin Estado Monagar Venezuela		3.00	3.00
Mr. Javier Rodriquez Ave. Roque Saenz Pena 567 Buenos Aires Arg.		1.25	1.25
Chester Rogasky 15 Main St. Terryville Conn		1.00	1.00
Miss Elizabeth S. Rogers 150 E. 73rd St. New York N. Y.		7.50	7.50
Mr. Patricio Rolin 5 Dwight St. Chicopee Mass.		2.00	2.00
Diek Ronk 48 1st Wormesche Weg. Apeldoorn Holland		.50	.50
Mr. Nick Ronketti 2167 W. Meade Ave Chicago Ill.		1.13	1.13
Seymour G. Roos 1505 Mulberry St. Scranton Pa.		4.75	4.75
Roy C. Rose R.F.D. No. 1 Box 116 Morris Okla.		.50	.50
Mrs. Alice Edmondson Ross 23 Baker St. San Francisco Calif.	6.26		6.26
Miss Blanche Ross 526 E. 147th St. New York N. Y.		3.75	3.75

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Miss Jessie A. Ross 8100 E. Jefferson Ave. Detroit Mich.		1.88	1.88
Joseph H. Ross 608 Consolidated Bldg. Jacksonville Fla.		2.50	2.50
Miss Lillian Ross 526 E. 147th St. New York N. Y.		1.88	1.88
Miss Constance Rosseau 6th & Peach St. Erie Pa.		4.00	4.00
Rose Rothbart & Charles Felmeister as Joint Tenants etc 738 High St. Newark N. J.		2.50	2.50
Joseph Rowan c/o Ned. Kol. Mij. Palembang Sumatra D. E. I.		9.00	9.00
Mr. Robert S. Rowe c/o Central Bank Note Co. 233 Spring St. New York N. Y.		1.00	1.00
Paul Rudolf Mainkurstr 6 Frankfort Main Germany		1.75	1.75
Phillip Rühl Savignaeptrasse 65 Frankfort Main Germany		.75	.75
A. Robert Russell Box 23 Mink Texas	3.75		3.75
Mr. George Rutz 333 Monroe St. Wauseon Ohio		.75	.75
Carl M. Ryan 1310 East 11th St. Oklahoma City Okla.		.75	.75

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Herbert D. Rycroft c/o Ernest C. Rycroft 6735 Oglesby Ave. Chicago Ill.		2.37	2.37
Soetan K. Salam c/o Ned. Kol. Pet. Mij. Weltevreden Bataved Java D. E. I.		.50	.50
Mr. Edwin D. Samson 609 Iowa National Bank Bldg. Des Moines Iowa		7.00	7.00
Mr. Leopold T. Sanchez Colonia Americana Calle Arenal 1 Tampico Tamps Mexico		1.88	1.88
Miss Elizabeth E. Sanders 40 Summer St. Salem Mass.		1.00	1.00
Mr. Wm. T. Sanders 1208 Kearney St. Manhattan Kansas		1.72	1.72
Jose F. Sanger Lindwurmstr 39 Munchen 2 S. W. Germany		.50	.50
Hernan Sanz c/o Standard Oil Co. S. A. A. Buenos Aires Argentina		6.00	6.00
Sapii c/o Ned. Kol. Petr. Mij. Palembang Sumatra D. E. I.		2.00	2.00
Sapi-IE c/o Nederlandsche Koloniale Petroleum Mij. Batavia Centium Java D. E. I.		1.00	1.00
Edward E. Saulsbury General Delivery Seminole Okla.	2.50		2.50
Frank G. Saunders R. D. No. 4 Auburn N. Y.		3.00	3.00
John F. Saunders 1109 Owen Pl. N. E. Washington D. C.		.95	.95

	Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
	Mr. Schester Sawtelle 10 Pearl St. West Everett Mass.		5.00	5.00
	G. Saxton 3115 Coleridge Road Cleveland Heights Ohio		7.50	7.50
	Robert T. Saxton Woodberry Forest School Woodberry Forest Va.		.50	.50
	C. T. Schack c/o The Banish Consul Perth West Australia		1.13	1.13
	Mr. Ray J. Schaefer 17503 Archdale Ave. Lakewood Ohio		.50	.50
	Ernst Schafer Rosenstrasse 15 Rastath 1 Baden Germany		1.00	1.00
	Harry G. Schaubach 413 W. 34th St. Norfolk Va.		2.00	2.00
	John W. Schepf 3036 Stafford St. Baltimore Md.		.50	.50
	Mr. Henry Scherr Jr. 1655 5th Ave. Huntington W. Va.		.75	.75
	Emily Schmeiezka 101 W. 57th St. New York N. Y.	.50	2.00	2.50
	Ernesto Schmieder c/o Standard Oil Co. S. A. A. Arda Roque Saenz Rena 567 Beunos Aires Argentina		1.00	1.00
	Mr. Louis E. Schneider 1634 Kenmore Place Brooklyn N. Y.		6.00	6.00
	Elsie Schoeller 15 Continental Ave. Forest Hills L. I. N. Y.		.50	.50

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mr. Francis E. Scholl c/o South Side Tr. & Svgs. Bk. Gary Ind.		8.75	8.75
Johannes Schulte c/o Waried Tankschiff Rhedereis Neuer Jungfernstieg 21 G. M. B. H. Hamburg 36 Germany		6.50	6.50
Maria Schulz c/o Mrs. Maria Brendel Nee Schulz Auras Kr. Wohlau Schlesien Ring Germany		.47	.47
Bruno Schultze c/o Standard Shipping Co. 26 Broadway New York N. Y.		.25	.25
John Schuster 26 Trotter Lane Elizabeth N. J.	4.00		4.00
Mrs. I. Margaret Schwarz 1075 Park Ave. New York N. Y.		1.88	1.88
Joan Schwuchow Apt. 657 Tampico Mexico		9.38	9.38
Gordon B. Scott Georges Boulevard Kewlett Neck L. I. N. Y.		.50	.50
Mrs. Hazel D. Scott 57 Linden St. Wyoming N. J.	.50		.50
Isabel M. Seabrook 6350 Marchand St. E. E. Pittsburgh Pa.		2.00	2.00
Marjorie L. Seaman 40 Douglas Road Emerson Hills S. I. N. Y.		2.00	2.00
Mr. Paul M. Seckt 728 Tate St. Memphis Tenn.		1.25	1.25

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Willi Seemann c/o Deutsch Amerikanische Pet. Ges Valentinekamp 90 Hamburg Deutschlandhaus Germany		1.00	1.00
Hans Segerath Mechallstr 25 Duisburg R. H. Germany		.50	.50
Edward E. Seiden 415 Ellis Bldg. Phoenix Ariz.		5.00	5.00
Esie Seligman 145 W. 79th St. New York N. Y.		5.00	5.00
Goldie Selly 12 W. 93rd St. New York N. Y.	3.76		3.76
Philip Settel 450 East 4th St. Brooklyn N. Y.		1.25	1.25
Mr. William C. Schafer 117 Albany Ave. Kingston N. Y.	5.00		5.00
Miss Stella S. Shafton 5434 Hyde Park Chicago Ill.		2.50	2.50
Clarence E. Shaw c/o Standard Oil Co. Standard Oil Bldg. Baltimore Md.		1.50	1.50
Miss Katherine G. Sheehan 25 Fenno St. Roxbury Mass.		3.75	3.75
Edward L. Sheehy Bank of Italy Long Beach Calif.		19.00	19.00
Mrs. Edna H. Shelly 1125 No. 3rd St. Atchinson Kansas		2.85	2.85

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Elva M. Sheppard 3rd & Pine Sts. Millville N. J.		5.00	5.00
Henry W. Sheppard & Margaret M. Sheppard as Joint Tenants Etc. 4541 French Rd. Detroit Mich.		2.50	2.50
Mr. Louis Siciliano 54 Norwood St. Springfield Mass.		3.75	3.75
Mr. Albert Silberberg Marienbornerstrasse 6 Magdeburg Germany		1.00	1.00
Mr. Timothy Silk 345 W. 43rd St. New York N. Y.	6.25		6.25
Mr. Max Simionescu 84 Sussex St. Hackensack N. J.		.38	.38
William M. Simmonds Ivy Cottage Fawley Hampshire England		.50 .25	.75
J. Alderson Simms P. O. Box 671 Wheeling W. Va.		2.50	2.50
Hans Simon Siedlinghausen Kreis Brillon Germany		1.00 1.00 1.00	3.00
Emilie I. McGurk Simpson c/o Chas. A. Irwin Esq. 2060 E. 89th St. Cleveland Ohio		1.25	1.25
Robert D. Sinclair c/o Std. Oil Co. Ave. Roque Saenz Peru 567 Buenos Aires Argentina	5.50		5.50
Edward Sinelli 134 W. 26th St. New York N. Y.	5.00		5.00

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Mr. John R. Singleton Scotlandville La.		.50	.50
Mr. S. Janet Singh 38 E. 23rd St. New York N. Y.		5.75	5.75
Isom D. Skaggs c/o Harry Alexander Box No. 997 Seminole Okla.	4.50		4.50
Miss Leah M. Skelton 223 Walnut St. East Orange N. J.	5.00 5.00		10.00
Mr. George L. Slawson 152 W. 72nd St. New York N. Y.		3.75	3.75
Rebekah H. Sleppy c/o Mrs. Rebekah H. Fownes 5922 Howe St. Pittsburgh Pa.		.50	.50
Willem M. Smit Cornelisstract 6 Witgeest Holland		2.72	2.72
Dewitt Smith 328 E. Sprague St. Winston Salem N. Car.		.47 .50	.97
Miss Elizabeth G. Smith 704 Lincoln Ave. Palymra N. J.		3.75	3.75
Mr. Ernest L. Smith 708 Amherst St. Charleston S. Car.		.38	.38
H. M. Smith c/o Mr. C. W. Kingsburg P. O. Box 830 Tulsa Okla.		7.88	7.88
Jack Smith c/o Brandywine Meadow Farm West Chester Pa.		.50 .25	.75

Stipulation of Facts.

Stockholder's Name and Last Known Address	Returned by Post Office	Outstanding	Total
Kenneth C. Smith 115 Richland Ave. Asheville N. C.	2.25 3.00		5.25
Mary McKenzie Smith 187 Annette St. Toronto Ont. Canada		2.50	2.50
Otis F. Smith 440 N. Part St. Seminole Okla.	2.00		2.00
Miss Retta E. Smith 720 S. Denver G-3 Tulsa Okla.	1.50		1.50
Mr. Wallace Smith General Delivery Baton Rouge La.	2.25		2.25
W. Herndon Smith c/o Smith Moore & Co. 509 Olive St. St. Louis Mo.		.75	.75
William F. Smith & Mrs. Helen R. Smith as Joint Tenants Etc P. O. Box 1395 Boise Idaho		5.00	5.00
Mr. Albert J. Smoak 38B Nassau St. Charleston S. Car.		3.75	3.75
Mr. Clifford T. Snyder 901½ Virginia Ave. Parkersburg W. Va.	1.88		1.88
Mrs. Ethel Snyder Round Hill Greenwich Conn.		.50	.50
Mr. Harry A. Snyder 423 E. 5th St. New York N. Y.		1.88	1.88
William L. Snyder 3434 N. 6th St. Harrisburg Pa.		.50	.50

	Stockholders Name & Last Known Address	Returned by Post Office	Outstanding	Total
	Antonio C. Soares Caixa Postal K. K. Sao Paulo Brazil		1.42	1.42
	Oscar Do C. Soares c/o Std. Oil Co. of Brazil Caixa Postal 242 Pernambuco Brazil		.50	.50
	Mr. William A. Sowell Columbus Tenn.		2.50	2.50
	Fred T. Spangler 2009 Belmont St. N. W. Washington D. C.		.50	.50
	Mr. Ernest Sparlin c/o Carter Oil Co. Burbank Calif.		.75	.75
	Mr. Ernest Spears R.F.D. 4 Box 1 Baton Rouge La.		.75	.75
	Mr. Joseph Speever 1065 Prospect St. Hillside N. J.		3.00	3.00
	Mrs. Grace M. Speirs 130 C. St. N.W. Ardmore Okla.		4.50 4.50	9.00
	Mrs. Julia Speiser 2468 7th Ave. New York N. Y.		3.75	3.75
	Mrs. Beatrice K. Speleer 134 E. Genesee St. Syracuse N. Y.		2.50	2.50
	William A. Spencer 1009 Washington Ave. Waco Texas		1.50	1.50
	John W. Spicknall 1009 McKean Ave. Baltimore Md.		1.50	1.50
	Mr. Samuel B. Springer P. O. Box 439 1603 Grace St. Wilmington N. Car.	2.50		2.50

Stockholders Name & Last Known Address	Returned by Post Office	Outstanding	Total
Mr. Richard A. Staderman 397 Commonwealth Ave. Boston Mass.	1.25		1.25
Mrs. Elizabeth S. Stafford Leonard Texas		5.00	5.00
Mr. John Stafford 605 W. 177th St. New York N. Y.		3.75	3.75
Peter Stapper c/o D.A.P.G.V.A. Dusseldorf Bismarkstrasse 44-46 Dusseldorf Germany		.95	.95
Mr. Leon Starbowski 75 W. 19th St. Bayonne N. J.		8.00	8.00
Mr. Jackson A. Starr c/o Mr. M. J. McMullen Red Rock Texas		9.00 15.75	24.75
Jackson A. Starr c/o S. M. McMillen Bill Rock Texas		9.00	9.00
Edward L. Staunton 33 E. 38th St. Bayonne N. J.		1.25	1.25
Lulu Staylor Adm. of the Est. of William A. Staylor 2322 E. North Ave. Baltimore Md.	.75		.75
William E. Steck 325 W. 3rd St. Long Beach Calif.		.50	.50
Mr. Dan C. Steele Jr. St. Andrews Hotel Rm. 218 72nd St. & Broadway New York N. Y.	.25		.25
Mr. Joe Steiger 359 Fulton St. Elizabeth N. J.		.38 .38 .38 .38 .38	1.90

Stockholders Name & Last Known Address	Returned by Post Office	Outstanding	Total
Rolla Steinheimer 1327 Santee St. Los Angeles Calif.	1.25		1.25
Fritz Steinginger Box 222 Waverly N. Y.		1.00	1.00
Oscar Stern 140 Highland Ave. Middletown N. Y.		1.00	1.00
Mr. Willard M. Steward Box 144 Mountain Lakes N. J.		.38	.38
Mr. Harry E. Steward c/o First National Bk. of Woodsfield Woodsfield Ohio		.50	.50
Harold H. Stewart 5408 20th St. N.E. Seattle Wash.		.50	.50
Joe Stewart 802 Peach St. Baton Rouge La.		.50	.50
Robert L. Stewart 601L Piedmont Rd. Huntington W. Va.		2.50	2.50
Mr. Roger Stewart c/o Humble Pipe Line Co. Box 455 Panhandle Texas		2.25	2.25
Mr. Roger Stewart Akron Lancaster County Pa.		3.00	3.00
Mrs. Diasy W. Stirman P. O. Box 297 Owensboro Ky.		1.50 1.50 .75	3.75
Charles A. Stock 1541 Shelby St. Indianapolis Ind.		2.50	2.50
Frank G. Stock 22 Waverly St. Jersey City N. J.	7.88		7.88

Stockholders Name & Last Known Address	Returned by Post Office	Outstanding	Total
Mrs. Dorothy Stocker 51 Bennett Ave. Arlington N. J.		3.75	3.75
Mr. C. M. Stoddard 202 N. Madison Staunton Va.		1.50	1.50
Mrs. Aillcen Purl Stokes 1355 South Hope St. Los Angeles Cal.	2.25		2.25
Allen J. Strauss 154 Friendly Rd. Auburn R. I.		2.50	2.50
George Strobl c/o D. A. P. G. V. A. Nurnburg Eilgutstrasse 9 Nurnburg Germany		.50 .50 .50 .50 .25 .47	2.72
Mrs. Julia Strong 38 Exeter Ave. Pittsburgh Pa.		.38	.38
Mr. Archie M. Stuart 478 Convention St. Baton Rouge La.		3.00	3.00
Miss Emily McKeen Stuart c/o Jas. L. Stuart Oliver Bldg. Pittsburgh Pa.		3.00	3.00
Sylvia L. Stuckert Caixa Postal 59 Joao Pesson Parahyba Do Norte Brazil		2.00	2.00
Anne Dodge Sturgis 15 Oxford St. Chevy Chase Md.		1.25	1.25
Jose Fernandez Suarez Perdona #5 Regla Cuba		1.00	1.00
Mr. Michael Suit Carnegie St. & Elizabeth St. Linden N. J.	.38		.38

Stockholders Name & Last Known Address	Returned by Post Office	Outstanding	Total
Mr. George Sullivan 3230 Berresford Ave. Cincinnati Ohio		2.50	2.50
Mr. Homer V. Sullivan 350 High St. Newark N. J.		25.88	25.88
Jeff D. Sullivan Box 997 Seminole Okla.	1.88		1.88
Mr. William L. Sullivan c/o Bk. of Erie Tr. Co. Erie Pa.		1.00	1.00
John Hancock Sutliff 8 South Allen St. Albany N. Y.		.25	.25
Mr. Roger E. Sutphin c/o H. L. Francisco R.F.D. 1 Charlevio 14 Mich.	2.25		2.25
Miss Susan Svit Mays Landing N. J.		5.00	5.00
Mr. Joe Svoboda Box 84 R. I. Bedford Ohio		1.25	1.25
Altman B. Swaim Route 1 Box 28 Wilson Okla.		6.50	6.50
Amos Swartzfager R. D. 2 New Bethlehem Pa.		2.50	2.50
Stanislaw Sztamburski Box 147 Van Voorhis Pa.		.50	.50
Helene Catherine Taffard Nee Duffau c/o Mr. R. Fery D Esclands 19 Rue Duphot Paris, France	.76	2.72	2.72
Magdeleine Talazac, nee Tapie c/o Mr. R. Fery Desclands 19 Rue Duphot Paris France		.25	.25

Stockholders Name & Last Known Address	Returned by Post Office	Outstanding	Total
George N. Talbot Main St. Hingham Mass.		1.00	1.00
William G. Talley c/o R. H. Talley Mutual Bldg. Richmond Va.		.50	.50
George Targue 306 E. 32nd St. New York N. Y.		.50 .50	1.00
Jack Tatelman & Abraham Lebow as Joint Tenants Etc. 70 Sanders St. Lawrence Mass.		5.00	5.00
Mr. Fred Tavino 327 W. 48th St. New York N. Y.		2.50	2.50
Mr. Clarence C. Taylor East Rochester Ohio		3.00	3.00
Mr. David H. Taylor 703 St. Paul St. Baltimore Md.	4.50		4.50
Ruth E. Taylor 2229 2nd San Diego Calif.		2.00	2.00
Mr. Everett A. Terrell 206 E. Long Ave. Gastonia N. Carolina	1.25		1.25
Mr. Walter N. Thayer Jr. 709 Union Trust Bldg. Baltimore Md.		2.50	2.50
Kek Gwan Thio c/o Ned. Kol. Petr. Mij. Palembang Sumatra D. E. I.		4.00	4.00
R. L. Thomas Box 787 Wilson Okla.		.75	.75
William O. Thomas c/o S. O. Co. of La. Haynesville La.	3.50		3.50

Stockholders Name & Last Known Address	Returned by Post Office	Outstanding	Total
William P. Thomas 1016 Guary Shreveport La.		2.00	2.00
Mr. Allan P. Thompson 47 Bowne Ave. Flushing N. Y.		6.00	6.00
Mr. Harry H. Thompson 1230 N. Olden Ave. Trenton N. J.	1.75		1.75
Lewis W. Thompson c/o S. O. Co. of La. Smackover Ark.		1.50	1.50
Harry Ticatah 1881 Gallia Ave. Station A Portsmouth Ohio		.50	.50
Marguerite O. Tickle 1042 Orange St. Charleston W. Va.		.50	.50
Miss Adeline Tiedenian c/o Strasburger Co. 133 Montgomery St. San Francisco Calif.		7.52	7.52
Charles S. Tikowjak 145 Ferry St. Springfield Mass.		5.50	5.50
John F. Tipton Ardmore Okla.	11.50		11.50
Mr. Walter J. Tircuit Plaguemine La.		4.88	4.88
Domingo Tittarelli Calle Anibal 418 Bahia Blanca Argentina Rep.		.50	.50
Mr. James L. Tittsworth c/o Standard Oil Co. of Venezuela Maracaibo Venezuela		9.00	9.00

Stipulation of Facts.

Stockholders Name & Last Known Address	Returned by Post Office	Outstanding	Total
Hewitt P. Tomlin Jr. 30 Northwood Jackson Tenn.		1.00	1.00
Remo Tommasi Caixa Postal K. K. Sao Paulo Brazil		1.00	1.00
Robert V. Tompkins 81 W. Union St. Wilkes Barre Pa.		.50	.50
Mrs. Fannie K. Tong The Realty Bldg. Elmira New York		2.50	2.50
Alburn A. Toothman R. F. D. 4 Mannington W. Va.		5.50	5.50
Favorine Torres c/o Standard Oil Co. S. A. A. Avda Roque Saenz Pena 567 Buenos Aires Argentina		3.50	3.50
Marie Antoineet Toujas nee Tapia c/o Mr. R. Fery d Esclands 19 Rue Duphot Paris France		.25	.25
Ray V. Trammell Box 997 Seminole Okla.		.50	.50
W. J. Troutman Box 707 Shaunee Okla.		.38	.38
George H. Tucker Box 997 Seminole Okla.	3.00		3.00
Frank J. Tunstead Alexandria La.	20.00		20.00
Austin H. Turney 331 Johnson Ave. Lawrence Mass.	3.75		3.75

Stockholders Name & Last Known Address	Returned by Post Office	Outstanding	Total
William M. Turnley c/o Ethyl Gasoline Corp 302 Bay St. Toronto Ontario Canada	3.75		3.75
Mr. James Twohey 151 Collage St. Springfield Mass.		.75	.75
Patrick Twomey 902 3rd Ave. New York N. Y.	3.50		3.50
W. A. Tydeman Jr. c/o Mr. S. Tydeman 150 Nassau St. New York N. Y..		1.00	1.00
Miss Alys Tyler 150 W. 58th St. New York N. Y.	5.00		5.00
Mr. Joseph J. Uharek 350 Union Ave. Elizabeth N. J.		3.75	3.75
H. Leonard Underhill c/o Peoples Trust Co. Binghampton N. Y.		2.00	2.00
Frank Underwood 1615 Washington Ave. Knoxville Tenn.		7.00	7.00
The Trustees of Union Theological Seminary of Virginia Richmond Va.		6.25	6.25
May H. Vail 305 Franklin Ave. Brooklyn N. Y.		5.00	5.00
Dr. Oscar Bonachea Valdes Lus 10 Vedada Havana Cuba		5.50	5.50
Mr. Charles F. Van Dusen Van Horne Iowa		1.50	1.50

Stipulation of Facts.

Stockholders Name & Last Known Address	Returned by Post Office	Outstanding	Total
Abram T. Van Horne Box 256 Chazy N. Y.		1.00	1.00
John Van Lankhuyzen 1317 S. Ashland Ave. Chicago Ill.		3.75	3.75
Mr. Hoghland Van Norden 15 East 58th St. New York N. Y.		1.88	1.88
Marjorie Van Schaick Southport Conn.		5.00	5.00
George N. Van Wieringen c/o Ned. Kol. Pet. Mij. Weltevrden Batavia Java D. E. I.		8.50	8.50
Miss Helen V. Vareia 3440 34th Place N.W. Washington D. C.		.38	.38
Jeanne Vautherin 1 Rue Quentin Bauchard Paris France		.38	.38
Mr. Manuel Vazquez 74 W. 20th St. Bayonne N. Y.		~~8.77~~	8.77
Mrs. Carrie M. Vehslage 71 Myrtle Ave. Irvington N. J.		4.00	4.00
Fracis M. Vernon Jr. Tallulah La.		.50	.50
Miss Matilda Ellen Vidler 42 Rosehill Ave. Toronto Ont. Canada		4.50	4.50
V. Walter Villinger 2712 Hemphill St. Ft. Worth Texas		7.50	7.50
Jess Vincent Box 997 Seminole Okla.	4.00		4.00
John J. Vitek 430 E. 66th St. New York N. Y.		1.00	1.00

Stipulation of Facts.

Stockholders Name & Last Known Address	Returned by Post Office	Outstanding	Total
Mr. Mario Vitullo 326 Wall St. Elizabeth N. J.		1.25	1.25
B. L. Voskuil c/o U. S. Mortgage & Trust Co. 55 Cedar St. New York N. Y. Acct. #1804	9.00		9.00
Mr. Charles L. Wachter c/o Ledgewood Manor Co. Liberty St. New York N. Y.		5.00	5.00
Mr. Harold W. Walker 1411 Le Claire St. Davenport Iowa		1.25	1.25
Miss Thelma K. Walker 63 W. Seymour St. Philadelphia Pa.	.50	1.72	2.22
Miss Vera K. Wall c/o R. E. La Grange Fort Ann N. Y.		1.88	1.88
William G. Wall 519 Henry St. S. W. Roanoke Va.		1.50	1.50
Frederick Wallace 10 Manhattan Ave. New York N. Y.	7.50	2.50	10.00
William L. Wallace c/o M. H. Thomas Co. Dallas Texas		10.00	10.00
Miss Elizabeth A. Walsh 551A Lafayette Ave. Brooklyn N. Y.	2.50		2.50
Mr. Harry Walsted 41 Whitmore St. Hartford Conn.		.25	.25
Martha A. Walton 5541 Everett Ave. Chicago Ill.		6.00	6.00
Harry A. Walt 1607 Light St. Baltimore Md.		.50	.50

Stockholders Name & Last Known Address	Returned by Post Office	Outstanding	Total
Mr. Roy O. Wanvig Standard Oil Co. of N. J. 26 Broadway Marine Dept. New York N. Y.	10.50		10.50
Mrs. Emma J. Ward 831 Calvert St. Norfolk Va.		2.50	2.50
Frank J. Ward 234 Virginia Ave. Jersey City N. J.	9.50		9.50
Jose R. Ward c/o Standard Shipping Co. 26 Broadway New York N. Y.	2.00		2.00
Mary Warg 811 Wheeler Ave. Scranton Pa.		.50	.50
Mr. Charlie Washington R. F. D. 3 Box 6 Baton Rouge La.		.75	.75
Mr. William Washington Jr. R. F. D. 1 Box 83 Baton Rouge La.		.50	.50
Conrad Waters 41 Park Row New York N. Y.		2.50	2.50
Mrs. Nellie Lunt Watkins 360 Marion St. Denver Colo.		5.00	5.00
James E. Weaver 32 Tompkins Circle Tompkinsville S. I. N. Y.		.50	.50
Mr. Albert F. Webb Paxton Hotel Omaha Nebraska	1.13		1.13
Hurley H. Webb Filot Mountain North Carolina	8.25		8.25

Stipulation of Facts.

Stockholders Name & Last Known Address	Returned by Post Office	Outstanding	Total
Mr. Carl Weber 5207 Avaolon Blvd. Los Angeles Calif.	9.38		9.38
Miss Dorothy Weidman c/o Lawrence Public School Lawrence Kans.		97.00	97.00
Rose Weill 267 W. 70th St. New York N. Y.		2.50	2.50
Mr. Phil Weiss 1009 Main St. Cleveland Ohio		1.88	1.88
Ruth B. Wells 312 Locust St. Findlay Ohio		.38	.38
Mr. John H. Wenderoth Stemmers Run Baltimore Md.		.50	.50
Miss Pauline Wenger 970 Park Ave. New York N. Y.		1.00	1.00
Mr. Alfred J. Werner 145 Thomas St. Newark N. J.		.50	.50
Bailey A. West 121 Walnut St. Philadelphia Pa.		1.25	1.25
Mr. Thomas J. West 216 Imperial St. Calexio Cal.		2.00	2.00
Mrs. Emma Westenhaver Logan Ohio	25.00		25.00
Chester H. Westfall 911 Overbrook Ave. Ponca City Okla.		5.00	5.00
Mrs. Elizabeth A. Weston 325 Goddard Ave. Brooklyn Mass.		2.50	2.50

Stipulation of Facts.

Stockholders Name & Last Known Address	Returned by Post Office	Outstanding	Total
Louis Wexler 193 E. 12th St. Brooklyn N. Y.	10.00		10.00
Mr. Harry Montford Whitacre New Sharon Ohio		.75	.75
Bob White 1728 Gracie St. Baton Rouge La.	1.50		1.50
Eddie White R. F. D. 1 Box 17 Zachry La.		1.50	1.50
Mr. Edward C. White 1815 East 86th St. Cleveland Ohio		3.76	3.76
John B. White c/o O. E. Cherry Box No. 372 Snomax Okla.		3.00	3.00
John O. White General Delivery Eldorado Kans.	1.88	2.50	4.38
Leonard B. White 59 Maiden Lane New York N. Y.		1.00	1.00
Virginia M. White 301 E. 38th St. Apt. 5-G New York N. Y.	5.00		5.00
Joseph P. Prescott Trustee for Gertrude G. Whiting U/A February 9, 1931 18 Wellesby Rd. Holyoke Mass.		3.00	3.00
Donie W. Whittington General Delivery Baton Rouge La.	1.50		1.50
James D. Whitty 1515 Florida St. Baton Rouge La.	.50		.50
Miss Helmi Wilkstrom 4395 Grand Blvd. Chicago Ill.	1.00		1.00
Elizabeth M. Willett 28 Glencoe Rd. Chestnut Hill Mass.		2.50	2.50

Stockholders Name & Last Known Address	Returned by Post Office	Outstanding	Total
David G. Williams 3404 Mt. Pleasant Ave. Baltimore Md.		4.88	4.88
Mr. Edward F. Williams 326 8th Ave. Huntington W. Va.	.50		.50
Mr. Jack Williams 850 2nd Avenue Elizabeth N. J.		6.38	6.38
Mr. John Williams Jr. 1114 Bushwick Ave. Brooklyn N. Y.		.50	.50
Sindia Nora Williams c/o R. Bruce Hill Norfolk Va.		3.00	3.00
Mr. Walter Gordon Willson Webster City Iowa		.50	.50
Charles Wilson c/o Lloyds Bank Limited 112 High St. Kensington London W8 England		5.00	5.00
Leslie F. Wilson 311 West Orange St. Wewoka Okla.	6.50		6.50
Mr. Merrill W. Wilson c/o Humble Oil Pipe Line Co. Box 455 Panhandle Tex.	1.50		1.50
Mr. Thomas Wilson Gumes Iowa		1.50	1.50
Geo. W. Wilt Flemingsburg Ky.		.50	.50
Miss Anna Winkler 211 E. 11th St. New York N. Y.		5.00	5.00
Mr. Edward T. Winslow 1044 Craigdarrock Rd. Victoria B. C. Canada		.25	.25

Stipulation of Facts.

Stockholders Name & Last Known Address	Returned by Post Office	Outstanding	Total
Wallace D. Winslow c/o Mrs. Metta J. Winslow Gdn. 1610 Eutaw Place Baltimore Md.	7.00		7.00
Alton P. Winstead 1146 Abby Place N.E. Washington D. C.		7.50	7.50
Etta Winter 254 E. 35th St. New York N. Y.	1.00		1.00
Reinhold Witt c/o Standard Shipping Co. 26 Broadway New York N. Y.		7.50	7.50
Bernard Wolff 87 Perry St. Brookline Mass.		2.50	2.50
Baron William John Anthony Taets Van Amerongen Tot Wondenberg c/o J. L. Van Der Heyden 5021 17th Ave. NE. Seattle Washington		76.00	76.00
Fong Wong c/o Ned. Kol. Petr. Mij. Palemberg Sumatra D. E. I.		3.50	3.50
Walter P. Wood Box 997 Seminole Okla.	5.25		5.25
Mr. Raymond L. Woodard 2103 Spain St. New Orleans La.	.50		.50
Rev. Clarence E. Woodman Newman Hall 2630 Ridge Road Berkeley Cal.		20.00	20.00
Mr. David Woods 1926 Convention St. Baton Rouge La.		.50	.50
James J. Wright 451 S. Broad St. Elizabeth N. J.	9.50		9.50

Stipulation of Facts.

Stockholders Name & Last Known Address	Returned by Post Office	Outstanding	Total
Anthony J. Wyville 1875 Ingleside Terrace N.W. Washington D. C.		1.75	1.75
Miss Jean Lynn Yeagle 2101 New Hampshire Ave. N.W. Washington D. C.		3.50	3.50
Mr. Guy H. Yerkey 274 Magnolia Ave. Clarksburg W. Va.		11.88	11.88
Mr. Leo. P. Zajac Apt. 657 Tampico Mex.	11.63		11.63
Sam Zlotnik 1852 Park Ave. New York N. Y.		7.50	7.50
Rodolfo Zuazo G. c/o Casilla 669 24 Socabaya St. La Paz Bolivia		3.00	3.00
Mr. Henry C. Zumpa 2609 California St. San Francisco Cal.		4.50	4.50
Johannis Zwamborn Humse Hardenberg Holland		4.00	4.00
Mr. Clifford F. Zylks c/o Standard Oil Co. of La. Bin 1 Smackover Ark.		6.75	6.75
Mrs. Christina Bolton 106 Borgard St. Charleston, South Carolina	.50	15.27	15.27
William R. Dodge P. O. Box 1445 New Orleans, La.	.50	7.72	8.22
Mrs. Laura T. Griffith 2520 L. St. N.W. Apt. 205, Washington, D. C.		32.25	32.25
Mrs. Francis G. Perrin 54 South Los Robles Pasadena, California		36.12	36.12
Mrs. Maude Rosenfield White 17 West Market St. York, Pa.		1.47	1.47

CHECKS FOR DIVIDENDS PAYABLE ON PREFERRED STOCK OF DEFENDANT
EXHIBIT 2 (Continued)

Stockholders Name & Last Known Address	Returned by Post Office	Outstanding	Total
Bessie R. Buehler 600 W. 174th St. New York, N. Y.	$ 3.50		$ 3.50
Louise Buisson Paris France		$ 3.50	3.50
Mrs. Elizabeth A. Donovan Duffley Hotel Biltmore 43rd St. & Madison Ave. New York, N. Y.	35.00	17.50	52.50
Mrs. Anne W. Geigerman Sherman Square Hotel Bway & 70th St. New York, N. Y.		43.75	43.75
Miss Dorothy A. Haight c/o Mrs. Kirkpatrick 30 W. 36th St. New York, N. Y.		17.50	17.50
Jacob J. Hawes 101 E. 41st St. Kansas City, Mo.	35.00		35.00
Anna M. Short Emma H. Bostwick & Harry C. Hunt Distributors U/W & Testament of Mrs. Emma L. Hunt c/o William F. Humphrey 705 Standard Oil Bldg. San Francisco, Calif.		17.50	17.50
Mrs. Louise R. Kiesel 515 Lackawanna Ave. Scranton, Pa.		1.75	1.75
Mr. William Anton Schmidt Dewey Ave. Queens L. I. N. Y.	17.50		17.50
Baldy L. Whitehead & Emma H. Whitehead As Joint Tenants Etc 437 Columbus Ave. Boston, Mass.	21.00		21.00

Exhibit 3

Shares of the Common Stock of defendant still standing of record in the names of individuals who have failed to receive dividend checks for a period of 14 years or more immediately prior to the commencement of the within proceedings, together with unpaid dividends and other unpaid claims flowing out of the ownership of such stock.

Stockholder's name and last known address.....	Douglas Clark 648 Maple Ave. Elizabeth, New Jersey			
Number of shares of stock.....			1	
	Returned by Post Office	**Outstanding**	**Total**	
Total of unclaimed and outstanding checks for dividends payable between 1918 and July 27, 1934	$ 4.22	$ 1.00	$ 5.22	
Total of unclaimed checks for dividends payable between July 27, 1934 and July 27, 1948	$ 33.24	—	$ 33.24	
Other unpaid claims.....	Cash from sale of scrip of Mission Corp. payable 3/15/35		$ 1.02	
	6/10/48 Series D scrip, expires 6/30/49.....		5/200ths	
Stockholder's name and last known address.....	Eugene Denos 342 W. 22nd St. New York City			
Number of shares of stock.....			3	
Total of unclaimed and outstanding checks for dividends payable between 1918 and July 27, 1934	$ 11.17	$ 1.50	$ 12.67	
Total of unclaimed checks for dividends payable between July 27, 1934 and July 27, 1948.....	$ 99.71	—	$ 99.71	
Other unpaid claims.....	Cash from sale of scrip of Mission Corp. payable 3/15/35		$ 3.06	
	6/10/48 Series D scrip, expires 6/30/49		15/200ths	
Stockholder's name and last known address.....	Arturo Fernandez Calle 56 No. 486 Melida Yuc. Mexico			
Number of shares of stock.....				

	Returned by Post Office	Outstanding	Total
Total of unclaimed and outstanding checks for dividends payable between 1918 and July 27, 1934	$ 56.90	$11.25	$ 68.15
Total of unclaimed checks for dividends payable between July 27, 1934 and July 27, 1948	$130.35	—	$130.35
Other unpaid claims			
Cash from sale of Mission Corp. scrip Payable 3/15/35			$ 4.08
6/10/48 Series D scrip, expires 6/30/49			20/200ths
Stockholder's name and last known address	Miss Agnes S. Thompson R. 1 Box 256 Watsonville, Cal.		
Number of shares of stock			1
Total of unclaimed and outstanding checks for dividends payable between 1918 and July 27, 1934	$ 3.22	$ .50	$ 3.72
Total of unclaimed checks for dividends payable between July 27, 1934 and July 27, 1948	$ 33.24	—	$ 33.24
Other unpaid claims			
Cash from sale of Mission Corp. scrip Payable 3/15/35			$ 1.02
6/10/48 Series D scrip, expires 6/30/49			5/200ths
Stockholder's name and last known address	Joseph B. Webster 375 Lake St. River Forest, Ill.		
Number of shares of stock			3
Total of unclaimed and outstanding checks for dividends payable between 1918 and July 27, 1934	$ 36.71	$ 2.26	$ 38.97
Total of unclaimed checks for dividends payable between July 27, 1934 and July 27, 1948	$ 99.71	—	$ 99.71
Other unpaid claims			
Cash from sale of Mission Corp. scrip Payable 3/15/35			$ 3.06
6/10/48 Series D scrip expires 6/30/49			15/200ths

Exhibit 4

Available details with respect to amounts deducted from wages of former employees to pay Liberty Loan Subscriptions by such employees which amounts have not been paid to such employees, all of whom left the service of the defendant more than fourteen years prior to the commencement of the within proceedings. See Schedule A annexed to Answer.

Year	Subscription No.	Name	Location	Amount
1918	1810	Cosmos, Paul	Bayonne Refinery	$ 2.50
	4023	White, Jas.	"	7.50
	5224	Moran, John	"	5.00
	5411	Stock, John	"	7.50
	5620	Chipinski, Stanislaw	"	2.50
	5677	O'Donnell, M. F.	"	2.50
	5795	Cohula, Joe	"	2.50
	4237	Sekot, Steve	Bayonne Bbl. Fcty.	2.50
	4257	Sapinski, Wm.	"	2.50
	4259	Burda, Jas.	"	2.50
	1024	Leonard, Stanley	Bayway	2.50
	1099	Gates, Wm. A.	"	7.50
	1265	Sandborg, Oskar	"	37.50
	2804	Keegan, Patrick	"	5.00
	3008	Godaetas, Geo.	"	15.00
	3592	Lenser, Rudolph	"	5.00
	1948	Cook, Fred.	Case & Can—Bayonne	2.50
	1955	Plaski, John	"	12.50
	1956	Greco, Antonio	"	2.50
	4429	Paulie, Jas.	"	7.50
	6677	Serhan, B.	"	2.50
	6685	Gagnon, Leon E.	"	2.50
	6823	Dmytro, Myrna	"	5.00
1919	13946	Hennesey, J.	Foreign Shipping	10.00
	13950	Hamilton, John	"	5.00
	13952	Emory, E. Y.	"	10.00
	12336	Yaniga, Yan	Bergenport	2.50
	12341	Skolski, John	"	2.50
	12469	Duncan, J.	"	5.00
	12490	Tioni, F.	"	5.00
	15249	Finski, Max	"	2.50
	9306	Mahon, P.	Bayonne Refinery	2.50
	9308	Malley, Patrick	"	5.00
	9832	Carney, John	"	5.00
	10390	Robinson, John	"	5.00
	17020	Nackoviez, John	"	2.50
	17033	Kinkewitz, Tony	"	2.50
	17133	Cowhut, Mike	"	7.50

Year	Subscription No.	Name	Location	Amount.
	10680	Bask, Nicholas	Bayway	32.50
	10810	Hunt, Clarence	"	2.50
	10975	Paserin, Pacran	"	10.00
	10978	Brodoski, Anton	"	15.00
	11108	Aslesen, Thomas	"	5.00
	11977	Schmidt, Henry	"	2.50
	16226	Weidenburch, J.	"	2.50
	16120	Tyll, Leo	"	2.50
	15018	Taylor, Thomas	Bayonne Coop.	2.50
	12788	Jackowie, J.	Case & Can	2.50
	12797	Zanouski, J	"	2.50
	12950	Pukas, H.	"	2.50
	18064	Rakalowicz, T.	"	2.50
	18081	Lobna, L.	"	2.50
1919	18208	Kalodzy, T.	Case & Can	$ 10.0
	20560	Salisbury, F. L.	Foreign Ship. Dept.	20.00
	20612	Geisler, J. R.	"	15.00
	20614	Gilloy, F.	"	10.00
	20666	Petersen, Axel	"	20.00
	20669	Berg, John	"	10.00
	23666	Kowczeweki, Frorcizck	Bayonne Coop.	2.50
	23669	Olston, M.	"	2.50
	23743	Sievzputaski, Adam	"	2.50
	24267	Lunza, J.	Case & Can	20.00
	23598	Capko, C.	Bayonne Bbl. Fcty.	2.50
	30430	Geigel, M.	"	5.00
	20749	Mayer, John	Bayonne Refinery	5.00
	20855	Carroll, J.	"	27.50
	20960	Sullivan, John	"	2.50
	21733	Bayer, J.	"	2.50
	22259	Basile, Luigi	"	2.50
	21906	Plasko, John	"	22.50
	23110	Baontsky, J.	"	2.50
	23324	Popolek, J.	"	2.50
	23398	Osbourne, Henry	"	2.50
	29800	Strysnicki, S.	"	25.00
	29908	McMahon, John	"	10.00
	24950	Polonius, John	Bayway Refinery	2.50
	25077	Borok, Nicholas	"	25.00
	25411	Cuyosky, Tom	"	2.50
	25459	Rokowsky, Joseph	"	2.50
	25784	Kowalski, Frank	"	2.50
	25946	Kopp, W.	"	2.50
	25963	McGann, T.	"	2.50
	26396	Devine, P.	"	2.50
	26682	Rosin, John	"	2.50
	29241	Grossman, R.	Newark Br.	5.00

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Year	Subscription No.	Name	Location	Amount	Year	S
1920	52386	Bool, N.	Foreign Ship. Dept. N. Y.	5.00		
	52387	Bovicha, J.	"	5.00		
	52389	Bustillo, Ramon	"	20.00		
	52391	Carabaja, R.	"	20.00		
	52394	Castro, J.	"	5.00		
	52427	Kneble, John	"	10.00		
10	52438	Kennedy, M. M.	"	5.00		
	52430	Kidert, Robert	"	5.00		
	52474	Pierce, A. C.	"	25.00		
	52485	Scope, Gladys	"	5.00		
	52499	Tracy, James R.	"	25.00		
	52500	Trunlik, August	"	10.00		
	52503	Wallin, C.	"	5.00		
	52512	Eklund, Sven	"	100.00		
	52519	Segee, Chas. H.	"	30.00		
	45655	LaConte, Salvatori	Bayway Refinery	2.50		
	46266	Skelodreck, S.	"	2.50		
	46510	Gallagher, W.	"	2.50		
	46630	Best, L.	"	2.50		
20	46649	Emerick, E.	"	5.00		
	46121	Smith, F.	"	2.50		
	40836	Polansky, Chas.	Bayonne Refinery	10.00		
	41514	Golda, John	"	2.50		
	42393	Reber, H.	"	5.00		
	41246	Reina, S.	"	2.50		
	43944	Cremoneci, G.	Bergenport Chem. Wks.	2.50		
	44295	Suran, C.	Case & Can	2.50		
	44372	Shabonovich, S.	"	2.50		
1920	44606	Polotnianka, A.	Case & Can	$ 5.00		
	51571	Kowikki, M.	"	2.50		
	43655	Koorhan, Barney	Bayonne Coop.	2.50		
30	43667	Chavaskar, Harry	"	5.00		
	43717	Butler, Louis	"	10.00		
	14863	Macauley, Wm.	Foreign Ship.	5.00		
	4803	Kucher, J.	Case & Can	5.00		
	5026	Couzo, J.	"	2.50		
	5050	Beiro, A.	"	2.50		
	5100	Majkzok, J.	"	10.00		
	5459	Mandel, H.	"	20.00		
	4245	Chergia, G.	Barrel Factory	2.50		
	1176	Lerwsinovic, Toney	Bay. Refinery	40.00		
	1666	Prieto, E.	"	2.50		
	2030	Kolokowsky, Vin.	"	5.00		
	2332	Warzuy, Ignatino	"	15.00		
40	2878	Savage, Bernard	"	5.00		
	2885	Komaroski, Adam	"	2.50		

Amount	Year	Subscription No.	Name	Location
5.00		1831	Sisko; Adam	"
5.00		14354	Gayles, Allen J.	"
20.00		6538	Ortzel, J.	Bayonne Refinery
20.00		6671	Komorowski, Julino	"
5.00		6793	McMillan, T.	"
10.00		7221	Young, C.	"
5.00		7615	Harris, E.	Bayway Refinery
5.00		7811	Pisony, S.	"
25.00		7941	Placo, A.	"
5.00		8174	Laghman, E.	"
25.00		8347	Sanecki, A.	"
10.00		8400	Patsley, S.	"
5.00		8515	Buhlewicz, P. J.	"
100.00		8771	Brown, H.	"
30.00		8871	Polley, P.	"
2.50		9158	Banks, L.	"
2.50		9228	Eyer, Herman	"
2.50		9419	Parchesky, S.	"
2.50		9495	Ritter, J.	"
5.00		9601	Sok, Z.	"
2.50		9630	Norwalk, A.	"
10.00		9690	Poliwodo, W.	"
2.50		9771	Evans, L.	"
5.00		9814	Gallagher, Wm.	"
2.50		9962	Rocosky, M.	"
2.50		10003	Niles, R.	"
2.50		10006	Powers, P.	"
2.50		10118	McLoughlin, W.	"
		10179	Eikerson, J. J.	"
5.00		10292	Costello, H.	"
2.50		10315	Kennedy, J.	"
2.50		14569	Lumbberg, G.	"
5.00		14643	Panisis, T.	"
10.00		14657	Connor, W. J.	"
5.00		7668	Menafra, J.	"
5.00				
2.50				
2.50				
10.00				
20.00				
2.50				
40.00				
2.50				
5.00				
15.00				
5.00				

Exhibit 5

Available details with respect to checks issued for merchandise or service claims against defendant which checks never cleared the banks against which they were drawn.

See Schedule A.

CRUDE OIL PURCHASE CHECKS

	Date	Check No.	Name	Address	Amount	Bank on which drawn	Date
	1/ 7/08	38025	R. W. Rutherford et al H. E. McGregor Atty.	Parkersburg, W. Va.	$ 46.17	Seaboard Nat'l Bk of the City of NY	4/ 7/1 4/26/1 6/12/1
	5/ 1/08	81533	Jacob Snyder Mrs. Eliza Snyder Atty.	Toledo, Ohio	22.42	" "	6/14/1
	5/ 5/08	59562	Aaron C. Ungerer	Lima, Ohio	1.74	" "	7/ 5/1
	6/ 2/08	60873	Geo. A. Bowlus	Lima, Ohio	63.22	" "	
	6/ 4/08	40453	Edward Jackson	Parkersburg, W. Va.	16.11	" "	
	6/27/08	62035	Fred W. Willson	Lima, Ohio	16.16	" "	7/17/1
	7/ 1/08	6812	Margaret Weber Atty Margaret Weber et al	Woodsfield, Ohio	450.31	" "	
20	7/ 7/08	40315	L. E. Stout	Mannington, W. Va.	32.27	" "	7/20/1
	7/14/08	48279	Branden Arnett	Sistersville, W. Va.	6.34	" "	0/11/1
	7/21/08	98819	Jacob Schenkel	Marietta, Ohio	11.53	" "	1/ 1/1
	8/ 8/08	83718	W. E. Dowling	Toledo, Ohio	15.63	" "	1/ 9/1
	11/ 7/08	30213	Eleanor E. Scherrer	Pittsburg, Pa.	9.65	" "	2/ 8/1
	1/13/09	51768	Griffithsville Land Co.	Pittsburg, Pa.	15.31	" "	
	1/27/09	12889	T. Bradstock	Montpelier, Ohio	12.08	" "	
	2/ 6/09	8153	Jamestown Lumber Co.	Titusville, Pa.	6.37	" "	not vailable
	2/11/09	73135	J. W. Magnes Gdn	Lima, Ohio	1.19	" "	
	2/25/09	65356	M. F. Leathers	Findlay, Ohio	9.22	" "	"
	2/27/09	65403	Montgomery & Stitt	Findlay, Ohio	1,526.23	" "	
	3/18/09	71641	Thos. Sergeant	Oil City, Pa.	11.08	" "	2/29/1
30	6/29/09	14553	E. W. Polley	Muncie, Indiana	19.72	" "	5/31/2
	7/ 2/09	80022	Louisa Tickle Gdn	Lima, Ohio	3.62	" "	
	8/ 2/09	12239	F. H. Hurd Atty E. C. Hurd	Marietta, Ohio	11.39	" "	4/17/2
	10/13/09	56686	A. E. Elvier	Pittsburg, Pa.	32.58	" "	
	12/ 3/09	57588	Chas. Brown Sons	Pittsburg, Pa.	92.03	" "	4/17/2
	3/ 2/10	70348	W. S. Eberly,	Findlay, Ohio	42.55	" "	7/ 2/2
	4/ 7/10	53396	M. L. Morris Atty self et al	Mannington, W. Va.	6.62	" "	7/ 2/2
	4/ 9/10	92413	J. D. Jones Agt & Atty	Lima, Ohio	8.81	" "	
	4/14/10	21901	Simpson L. Horn	Montpelier, Ohio	19.48	" "	9/29/2
	5/ 2/10	93192	T. J. Jones	Lima, Ohio	24.28	" "	1/ 5/2
40	5/26/10	17507	Linnie L. McDaniel	Muncie, Indiana	5.77	" "	1/18/2
	9/ 2/10	98877	Louisa Tickle Gdn	Lima, Ohio	1.31	" "	
	9/ 8/10	87862	E. H. Goodenough	Oil City, Pa.	23.19	" "	
	12/17/10	25525	Susannah Saxon	Montpelier, Ohio	12.57	" "	

CRUDE OIL PURCHASE CHECKS

is against drawn.	Date	Check No.	Name	Address	Amount	Bank on which drawn	
	12/20/10	63304	E. Booth	Sistersville, W. Va.	7.40	" "	
	12/30/10	40974	L. R. C. Howard	Marietta, Ohio	11.56	" "	
	2/ 1/11	42753	E. E. Kelsey	Marietta, Ohio	17.78	" "	
	2/ 3/11	5449	Louisa Kiser	Lima, Ohio	9.49	" "	
ank on h drawn	3/ 2/11	93260	J. P. Williams Gdn Geo. E. Leopold	Oil City, Pa.	7.70	" "	10
ard Nat'l of the City Y	4/ 7/11	99533	Wm. H. Cundiff	Oil City, Pa.	50.57	" "	
	4/26/11	16995	D. W. Cochran	McDonald, Pa.	7.31	" "	
	6/12/11	4581	E. S. Wynn C. L. Wynn Atty	Toledo, Ohio	34.75	" "	
"	6/14/11	65145	James M. Curry	Pittsburg, Pa.	1.20	" "	
"	7/ 5/11	62817	Wm. M. & Altha L. Swiger	Mannington, W. Va.	4.78	" "	
"	7/17/11	95626	Nicholas Oehms	Pittsburg, Pa.	$1.92	Seaboard Nat'l. Bk. of City of N. Y.	
"	7/20/11	66858	A. F. Latta	Sistersville, W. Va.	13.13	" " "	20
"	10/11/11	77860	Eugene Mercer	Findlay, Ohio	12.16	" "	
"	11/ 1/11	16327	R. M. Evans	Lima, Ohio	7.52	" "	
"	11/ 9/11	7216	Maria Chambers	Toledo, Ohio	8.98	" "	
"	12/ 8/11	65909	Lewis C. Lawson	Mannington, W. Va.	23.71	" "	

OTHER CHECKS

"	not vailable	3736	Not available	Not available	$ 6.85	National City Bank	
"	"	47510	"	"	18.90	First Natl. Bank Jersey City	
"	12/29/13	D8319	John Gibbons	"	15.00	" "	
"	5/31/23	N65144	C. Heemskirk	"	116.19	Chase Natl. Bank, of N. Y.	30
"	4/17/23	E53830	D. Casey	"	178.65	Natl. Bk. of Comm. in N. Y.	
"	4/17/23	E53969	Gerald Tervl	"	1.79	" "	
"	7/ 2/26	E53966	A. G. Olsson	"	73.47	" "	
"	7/ 2/26	F28552	Mrs. Anne Grey c/o Mrs. Rollin, Apt. 2W, 311 W. 144 St. N. Y. C.	—	30.00	" "	
"	9/29/26	F33217	John Crovan	Not available	1.20	" "	
"	1/ 5/23	F47064	J. Torrenti	"	10.60	" "	
"	1/18/23	E48187	E. Anderson	"	14.40	" "	40
"					$3,319.96		

10

Exhibit 6.

Specimen of Dividend Checks Mailed by the Guaranty Trust Company between 1918 and 1942, to Stockholders of Defendant.

20

(*Opposite* ☞)

30

40

DIVIDEND No. 153

STANDARD OIL COMPANY

(INCORPORATED IN NEW JERSEY)

No. 286 G-52000

NEW YORK, DECEMBER 15, 1941

Guaranty Trust Company of New York

PAY

TO THE ORDER OF

EXACTLY $79.50

MRS. HILDRED C. HARRINGTON,
BANK OF MANHATTAN TRUST CO.,
31 UNION SQUARE,
NEW YORK, N.Y.

Guaranty Trust Company of New York

DISBURSING AGENT.

AUTHORIZED SIGNATURE.

Amendments to Answer.

(Filed June 13, 1949.)

And now, this 9th day of June, 1949 the defendant, Standard Oil Company, with the consent of the attorney for the plaintiff The State of New Jersey, amends its answer heretofore served and filed in the above cause, as follows:

It substitutes for paragraphs VIII, IX, X and XI of said answer, the following:

Second Defense.

VIII. This defendant denies that the State of New Jersey has any valid claim against it under R. S. 2:53-15 to 2:53-32, or otherwise, with respect to any of said claims. This defendant alleges that all of the said claims or choses in action set forth in Schedule A and any and all causes of action with relation thereto accrued and arose against defendant more than six years prior to the date of the enactment of R. S. 2:53-15 to 2:53-32 as well as more than six years prior to the institution of these proceedings.

IX. Defendant further alleges that, at the time of the enactment of the statute above mentioned, any right of action based on said claims or choses in action had been barred by the Statute of Limitations in such causes made and provided (R. S. 2:24-1), and that such claims and choses in action had been legally extinguished and had become completely unenforceable against defendant.

Amendments to Answer.

X. Defendant further alleges that, at the time of the enactment of said statutory provision, it had a vested right in the defense of the Statute of Limitations to all of such claims which the Legislature had no power to divest either in the interest of the claimants or of the State of New Jersey.

XI. Defendant alleges that R. S. 2:53-15 to 2:53-32 if construed so as to provide for the escheat to the State of any of such claims, is unconstitutional in that it was enacted in violation of Article I, Paragraph 1, of the Constitution of 1844 and Paragraph 16 of Article I of said Constitution, which said paragraphs are substantially identical with Paragraphs 1 and 20 of Article I of the Constitution of 1947 of this State in that it violates the right of the defendant to acquire, possess and protect property and in that it takes the property of this defendant for the public use of the State of New Jersey without compensation, and also in violation of the Fourteenth Amendment of the Constitution of the United States in that it deprives this defendant of its property without due process of law.

It substitutes for paragraphs XII and XIII of said answer, the following:

THIRD DEFENSE.

XII. This defendant alleges that none of the contracts which gave rise to the claims or interests in property set forth in Schedule A or in the exhibits attached to the stipulation of facts filed in this proceeding were made in New Jersey nor to be performed in

this state; that such contracts were in fact enforceable elsewhere; that with the exception of the claimants shown in Schedule A or in the exhibits attached to the stipulation of facts filed in this proceeding as having last known addresses within this State, none of the persons listed in such Schedule or exhibits as formerly entitled to the claims set forth therein, ever were residents of or domiciled in New Jersey; that the State of New Jersey has no jurisdiction of the choses in action set forth in Schedule A, or in the exhibits attached to the stipulation of facts filed in this proceeding because such choses in action never had a situs in the State of New Jersey for the purpose of escheat; that said claims, if subject to escheat in any jurisdiction would be subject to escheat in jurisdictions other than in New Jersey; that any attempted exercise of dominion by the State over the claims set forth in Schedule A or in the exhibits attached to the stipulation of facts filed in this proceeding would be unwarranted and void, and any decree of this court which purported to discharge this defendant from its obligation to pay such claims would be of no force and effect and not binding on the persons entitled to said claims or interests in property in this or any other state; nor upon any other jurisdiction which might seek to escheat said claims in this or or any other state, in that such a decree would be one entered without jurisdiction of either the subject matter of such cause or the persons whose claims would be escheated thereby. The defendant says that insofar as

R. S. 2:53-15, *et seq.* requires this defendant to pay or transfer to the State the amounts of such claims or interests in property without discharging defendant's obligations thereunder, said R. S. 2:53-15, *et seq.* is unconstitutional in that it was enacted in violation of Article I, Paragraph 1, of the Constitution of 1844 and Paragraph 16 of Article I of said Constitution, which said paragraphs are substantially identical with Paragraphs I and 20 of Article I of the Constitution of 1947 of this State, in that it violates the right of the defendant to acquire, possess and protect property and in that it takes the property of this defendant for the public use of the State of New Jersey without compensation, and also in violation of the Fourteenth Amendment of the Constitution of the United States in that it deprives this defendant of its property without due process of law.

It adds to the said answer the following additional defenses.

FOURTH DEFENSE.

XIII. The defendant alleges that R. S. 2:53-15, *et seq.* provides that a notice containing a summary of the order designating the time and place of hearing shall be published in a certain manner, and that if the personal property of any one owner is less than fifty dollars ($50.00), publication may be dispensed with if the court so directs.

The defendant further alleges that R. S. 2:53-15 *et seq.* requires no notice or publication of the details of the property sought to

be escheated, nor the names or addresses of the persons entitled thereto, and gives the court the right to dispense with notice as aforesaid and that said Act is unconstitutional in that it was enacted in violation of Article I, Paragraph 1, of the Constitution of 1844, which said paragraph is substantially identical with Paragraph 1 of Article I of the Constitution of 1947 of this State, in that it violates the right of the persons whose property is sought to be escheated to acquire, possess and protect property, and also in violation of the Fourteenth Amendment of the Constitution of the United States in that it deprives such persons of their property without due process of law.

The defendant alleges that any attempted exercise of dominion by the State over the claims set forth in Schedule A or in the exhibits attached to the stipulation of facts filed in this proceeding would be unwarranted and void, and any decree of this court which purported to discharge this defendant from its obligation to pay such claims would be of no force and effect and not binding on the persons entitled to said claims in this or any other State, nor upon any other jurisdiction which might seek to escheat such claims, in that such a decree would be one entered under the authority of an invalid act and without jurisdiction of either the subject matter of such cause or the persons whose claims would be escheated thereby. The defendant says that insofar as R. S. 2:53-15 *et seq.* requires this defendant to pay to the State the amounts of such claims without discharging defend-

ant's obligations thereunder, said R. S. 2:53-15 *et seq.* is unconstitutional in that it was enacted in violation of Article I, Paragraph 1, of the Constitution of 1844 and Paragraph 16 of Article I of said Constitution, which said paragraphs are substantially identical with Paragraphs 1 and 20 of Article I of the Constitution of 1947 of this State in that it violates the right of this defendant to acquire, possess and protect property and in that it takes this defendant's property for the public use of the State of New Jersey without compensation, and also in violation of the Fourteenth Amendment of the Constitution of the United States in that it deprives this defendant of its property without due process of law.

FIFTH DEFENSE.

XIV. The defendant alleges that R. S. 2:53-15 et seq. provides that any person whose property may have escheated to the State as provided therein may apply to the Court within two years after the decree of escheat, and upon a showing of a lack of actual knowledge of such proceedings, and of proof of ownership of such property or the right to possession thereof, the Court may in its discretion reopen the decree and direct the State Treasurer to return the property to such person. The defendant says that said R. S. 2:53-15 provides no right of appeal from the refusal of the Court to reopen the decree of escheat.

The defendant further alleges that R. S. 2:53-15 et seq. provides for the escheat of

property but does not require that the owner thereof be given adequate notice of the pendency of proceedings thereunder and gives the owner of such property no right of recovery against the State, but only the right to solicit a favorable exercise of the discretion of the Court, without appeal; that said statute is invalid in that it was enacted in violation of Article IV, Section 7, Paragraph 3 of the Constitutions of 1844 and of 1947 of this State, and Article 1, Section 10, Paragraph 1 of the Constitution of the United States, in that it impairs the obligation of the contracts between defendant and the persons entitled to the claims or property set forth in Schedule A and also deprives such persons of their remedies for enforcing such contracts and also in violation of Article I, Paragraph 1 of the Constitution of 1844 and Paragraph 16 of Article I of said Constitution which two last mentioned paragraphs are substantially identical with Paragraphs 1 and 20 of Article I of the Constitution of 1947 of this State in that it violates the right of said persons to acquire, possess and protect property and in that it takes the property of such persons for the public use of the State of New Jersey without compensation, and also in violation of the Fourteenth Amendment of the Constitution of the United States in that it deprives such persons of their property without due process of law.

The defendant alleges that any attempted exercise of dominion by the State over the claims set forth in Schedule A or in the exhibits attached to the stipulation of facts filed in this proceeding would be unwarranted and void, and any decree of this court which pur-

ported to discharge this defendant from its obligation to pay such claims would be of no force and effect and not binding on the persons entitled to said claims in this or any other State, nor upon any other jurisdiction which might seek to escheat such claims, in that such a decree would be one entered under the authority of an invalid act and without jurisdiction of either the subject matter of such cause or the persons whose claims are escheated thereby. The defendant says that insofar as R. S. 2:53-15, et seq. requires this defendant to pay to the State the amounts of such claims without discharging defendant's obligations thereunder, said R. S. 2:53-15, et seq. is unconstitutional in that it was enacted in violation of Article I, Paragraph 1, of the Constitution of 1844 and Paragraph 16 of Article I of said Constitution, which said paragraphs are substantially identical with Paragraphs 1 and 20 of Article I of the Constitution of 1947 of this State, in that it violates the right of this defendant to acquire, possess and protect property and in that it takes this defendant's property for the public use of the State of New Jersey without compensation, and also in violation of the Fourteenth Amendment of the Constitution of the United States in that it deprives this defendant of its property without due process of law.

STRYKER, TAMS & HORNER

By JOSIAH STRYKER
A Member of the Firm
Attorneys for Defendant.

The plaintiff consents to the foregoing amendments.

EMERSON L. RICHARDS
Attorney for Plaintiff.

Reply to Amended Answer.

(Filed June 13, 1949.)

And now, this 9th day of June, 1949 the plaintiff, The State of New Jersey, with the consent of counsel for the defendant, Standard Oil Company, replies to the amended Answer heretofore filed in the above cause, as follows:

Second Defense.

VIII. Answering Paragraph VIII of the amended Answer, the plaintiff is advised that the Answer states a conclusion of law. The time when the causes of action in relation to the claims or chose-in-action, set forth in Schedule A, is to be determined from the Stipulation of Facts heretofore filed with this court.

IX. Answering amended Paragraph IX, the plaintiff denies that the right of action as to the claims and choses in action set forth in Paragraph IX has been barred by the Statute of Limitations and has neither become extinguished nor unenforceable against the defendant.

X. Answering amended Paragraph X, the plaintiff denies that at the time of the enactment of R. S. 2:53-15 to 2:53-32 had a vested right in the defense of the Statute of Limitations as to any of the claims set forth in Schedule A.

XI. Answering amended Paragraph XI, the plaintiff is advised that the paragraph sets forth a conclusion of law and plaintiff denies that the aforesaid Act is unconstitutional.

Reply to Amended Answer.

XII. Answering amended Paragraph XII, the plaintiff has no knowledge as to whether any of the contracts, which gave rise to the claims set forth in Schedule A or in the exhibits attached to the Stipulation of Facts, were made in New Jersey or elsewhere or was to be performed in New Jersey or elsewhere, or would be enforceable in New Jersey or elsewhere, and leaves the defendant to prove the alleged facts as it may be advised. The plaintiff does not know whether any of the persons listed in Schedule A were ever residents or domiciled in the State of New Jersey or not, and is advised that the said facts are irrelevant but that if such facts be relevant demands that the defendant be left to establish the said facts as it may be advised. The remaining averments in this paragraph are conclusions of law.

XIII. Plaintiff answering amended Paragraph XIII is advised that the averments therein are conclusions of law.

XIV. Plaintiff answering amended Paragraph XIV is advised that the averments therein are conclusions of law.

EMERSON L. RICHARDS,
Deputy Attorney General of the
State of New Jersey.

Conclusions on Final Hearing.

(Filed September 20, 1949.)

Mr. Emerson L. Richards, Special Deputy Attorney General, for the State,

Messrs. Stryker, Tams & Horner (Mr. Josiah Stryker and Mr. Valdemar Beeken, of counsel), for defendant.

Jayne, J. S. C.:

This action will be recalled as a proceeding instituted in pursuance of the terms of a legislative enactment entitled "An Act providing for the escheat of certain unclaimed personal property," and its amendments *(R. S. 2:53-15 to 2:53-32, N. J. S. A.)*, in which on March 3, 1949, I filed a preliminary memorandum concerning certain controversial points, the legal character of which I was requested to consider in abstract form. 64 A. 2d 386. To avoid redundancy of discussion and unnecessary reproduction of citations, the present memorandum is to be regarded as an augmentation of the antecedent opinion.

I heretofore resolved that the so-called Escheat Act is not manifestly unconstitutional on its face. I adhere to that determination. I again conclude as an abstract question that where a right of action has become barred under the provisions of our statutes of limitations, the statutory defense in its ordinary application is, in the existing law of the State of New Jersey as announced by our adjudications and in its relation to the persons implicated, a vested right extinguishing the debt or legal obligation. See citations in 64 A. 2d 386.

Notwithstanding the illumination produced by the stipulation of facts, the cardinal point of con-

troversy in the present proceeding continues to attach to the defensive averment that in consequence of the tolling of the statute of limitations the defendant under the authority of our adjudications has acquired a vested right and title to most of the alleged escheatable property.

I unhesitatingly acknowledge that the courts of many other states have conceived such statutes to be mere limitations of remedy and not efficacious either to destroy or to transpose fundamental rights. Nevertheless, it seems to me that the rejection, displacement or inversion of the principle enunciated in our State by Chief Justices Beasley and Gummere, favored by Justice Bradley of the United States Supreme Court and concurred in by former Justices Dixon, Van Syckel, Depue, Magie, Garrison, Swayze, Parker, Trenchard, Bergen, Minturn, and Kalisch, is a proposal more properly to be cogitated and resolved upon by our court of last resort.

It is the insistence of the defendant that:

> "All of the said claims and all choses in action with relation thereto accrued and arose against the defendant more than six years prior to the passage of the Escheat statute, and that any right of action thereon was barred by the Statute of Limitations before the enactment of the Escheat statute;
>
> "By virtue of the bar of the Statute of Limitations, the said claims and choses had become legally extinguished and legally unenforceable against the defendant;
>
> "At the time of the enactment of the Escheat statute, the defendant had a vested right in the defense of the Statute of Limitations as to all such claims;

Conclusions on Final Hearing.

"The legislature had no power to divest the said vested right to the defense of the Statute of Limitations, whether the legislature did so in the interest of the original claimants or in the interest of the State of New Jersey;

"If the Escheat statute is construed so as to provide for the escheat of such claims to the State of New Jersey, the said Act violates both the New Jersey Constitution and the Constitution of the United States, in that it violates the right of the defendant to acquire, possess and protect property and that it takes the property of the defendant for the public use of the State of New Jersey without compensation and that it deprives the defendant of its property without due process of law."

Obviously, if the principle which is presently regarded as establishing a vested right in the debtor with its consequent annihilation of the debt and in some instances its resultant transmission of title were to be abrogated, my present problem would materially evaporate.

At the argument I was fervidly invited to realize that to sustain the claim of the State against the defendant's invocation of the effectiveness of the statute of limitations would visit no prejudicial injury upon the defendant, whereas to confirm the defendant's contention upon that issue would in effect enable the defendant to aggrandize its private resources by bequests of unearned and undeserved assets.

I do not decline to envision the equitable aspects of the subject. In the composition of the Escheat Act of present interest the legislature expressly

conferred upon the former Court of Chancery exclusive jurisdiction over the contemplated proceedings, presumably with the intention that such proceedings would be governed by the principles and practices of a court of equity.

The jurisdiction of the former Court of Chancery has been transferred in its entirety to this court to be exercised primarily by its Chancery Division. *Steiner* v. *Stein*, 2 N. J. 367, 66 A. 2d 719.

True, the rule has been familiar to us that if the subject matter in controversy in a Court of Chancery is of an equitable nature, not cognizable in a court of law, statutes of limitations although not ignored have no obligatory application, but the court will instead apply the doctrine of laches according to its discretion, regulated by the peculiar circumstances and by the pertinent precedents.

Implicit in the terms and provisions of the Escheat Act is the persuasion of the legislature that the retention of abandoned and unclaimed personal property for an ultimate and eventual disposition to the beneficial owner has constituted a relationship in the nature of a trust, hence the investment of jurisdiction in equity.

True, also, equity jurisprudence is not bare of a remedy in the prevention of unjust enrichment. The constructive trust, although essentially a remedial concept, has supplied the formula through which in a variety of harsh and unfair situations the conscience of equity finds expression.

But here it may be answered that the enrichment which a debtor may derive from the operation of the statute of limitations is not inimical

to the public policy that recommends and sustains such statutes, and thus any resulting advantage therefrom to the debtor is not to be regarded as unjust or inequitable. Habitually in the consideration of strictly legal rights, courts of equity whether in voluntary obedience to or upon analogy recognize the limitations at law. For examples, if a legal title would, in ejectment, be barred by adverse possession of twenty years, courts of equity will respect the limitation. If a mortgagor has been in possession of the mortgaged premises for a like span of time without any acknowledgment of the debt, equity will presume that the mortgage indebtedness was paid. In the cases just hypothesized, can the State, despite the limitations, seize by escheat the lands subject to the consummated adverse possession or acquire and collect the mortgage for the reasons that the whereabouts of the record title holder of the land and in the latter case of the mortgagee has been unknown for a specified period of the past? Can the State now lawfully acquire by escheat every heretofore outlawed debt throughout its territorial jurisdiction and demand its payment free from the immunity bestowed upon the debtor by existing statutes and adjudications? Of course, it is not to be presumed that the State if it has such power will exercise it unwisely or arbitrarily.

My attention has been attracted to the section of our statute enacted in 1906 *(R. S. 2:24-24, N. J. S. A.)* relative to the amount of interest to be recovered on "any claim or demand which has been or shall become barred by the running of the statute of limitations, and *shall have been or shall be revived thereafter by legislative enactment*

* * *" (Italics mine.) The citation is not influential because whatever may have been the contemplations of the legislature, our Court of Errors and Appeals, for example, in *Ballantine & Sons* v. *Macken*, 94 N. J. Law 502, 503, 110 Atl. Rep. 910 declared: "The rule is institutional and fundamental that a party who has become released from a demand, by the operation of the statute, is protected against its revival by a change in the limitation law, the defence of the statute being considered a vested right, which cannot be taken away by legislation without violating the inhibition of the fourteenth amendment to the federal constitution." (Perhaps more accurately, the right to acquire and possess property clause.)

It must be immediately recognized that all of our decisions with concordant import have denied the legislature the opportunity constitutionally to revive as between private individuals the debt that has been extinguished by the applicable tolling of the statute of limitations. And so along most all of the passageways of thought concerning the effect of the limitation upon the rights of the private parties involved, we soon come upon the image of the vested right.

I frankly confess my inability to comprehend the power of the State to acquire by means of escheat vested rights of cognizable ownership as distinguished from abandoned rights and interests. The very spine of the doctrines of escheat and *bona vacantia* is composed of the constituent fact that no one exists who has ownership of the specified property.

It has been said that when you get half way into the woods, you then start coming out. And

so, diverging now to pursue an excursive view of the subject attention promptly focuses upon the proposition that although the defendant has acquired by statute a vested right and title to the intangible property to the exclusion of the unenforceable claims and demands of the former owners who have been and are now incapable of ascertainment and identification, yet the defendant has not in such circumstances also achieved a vested right and title to the property immune from recovery by the State in the pursuit of its governmental power. To sustain that conclusion it is necessary to resolve that the statute of limitations invoked by the defendant had no current application to the ever extant and subsisting sovereign prerogative of the State, and that the tolling of the statute although effectual as hereinbefore indicated between the debtor and creditor was always subject and subordinate to the governmental right.

In the preliminary memorandum I quoted from my opinion in *Trustees, &c., Public Schools* v. *Ott & Brewer Co.*, 135 N. J. Eq. 174, 37 A. 2d 832, the rule that a statute of limitation should not be construed to encircle the government unless it is manifest from the mischief to be reached, the express language employed or by necessary implication therefrom, that the government was in the contemplation of the legislature. I do not understand that the defendant impugns that rule or its utilization in the consideration of the present proceeding, but it projects the contention that the right of the State to recover the debt or chose in action is derivative and that where as between the debtor and creditor the debt or cause of action has become extinct, nothing remains due the creditor

to be captured by the State in pursuance of its undeniable power. But a perceivable refutation of that argument is a determination that the right of recovery by the State in a proceeding in the nature of escheat is distinguishable and independent of the rights of the individuals and that such isolated prerogative right did not become extinct. The contributing point is that the State acts initially as a conservator of the abandoned property, not as a party to a contract, and that the sovereign right cannot be demolished or suppressed by the acts of the individual debtors and creditors.

It is asserted that the power to escheat is prerogative in character and is inherent in the sovereignty of the people, and that it is not a creature of the legislatiure. The impression is that the Escheat Act merely authenticates and regulates the exercise of the power. The historical authorities indicate that the State had no common law proprietary interest in abandoned and unclaimed personal property. It is perhaps more accurate to identify the right of the State in such an undertaking as an exercise of the police power.

It is, however, in the course of this rationalization that the Deputy Attorney General places the possession of the alleged escheatable property in its relation to the prerogative right of the State in the equitable category of a quasi trust for the eventual surrender and delivery of the abandoned and unclaimed property to the public if and when proceedings to that end are authoritatively inaugurated by the State.

Conclusions on Final Hearing.

It seems entirely plausible to infer that the legislature never intended that statutes of limitations of the import and tenor here invoked should in any wise abate the pursuit by the State of its sovereign power to escheat unclaimed and abandoned property. The public policy sustaining such statutes in their application to dealings between individuals is familiar. The duration of the limitational period is definitely appurtenant to the object of the enactment. Envisioning the power to escheat tangible and intangible personal property, our legislators were undoubtedly conscious of the relatively lengthy span of time the lapse of which would reasonably generate a presumption of abandonment and failure of ownership. The interrelation of the limitational period and the statutory object has always been comprehended.

And so it is advocated by the Deputy Attorney General that the State possesses a supreme right (subject only to the characteristic impediments applicable to the exercise of the police power) to salvage for the public welfare all unclaimed and abandoned debts and cognate obligations which under the verification of proof or confession it is evident that the debtors and obligors have not in fact discharged.

In this and in my associated preliminary memorandum I have intentionally endeavored to exhibit all of the courses and processes of reasoning, *pro et contra,* to which my deliberations have been directed relative to the foremost controversial point. Perhaps I have inordinately magnified its debatable substance and too noticeably plowed the ground for ensuing cultivation in the appellate tribunals.

Where, however, the diversities of legal argumentation concerning the constitutionality of a statute and the exercise of a prerogative power in pursuance thereof approximate an equiponderance, it is in accord with recognized policy for the court to resolve the issue in favor of validity. I shall act accordingly in the determination of the aforesaid issue.

It is consequently unnecessary to discuss the application of the statute of limitations to the respective classes of intangible property here sought to be escheated.

I shall therefore proceed to consider the additional points presented for decision. I approach them with some precursory observations. The present action is essentially a proceeding *quasi in rem* in which the defendant company has filed an answer. No other claimant has sought to enter an appearance. Indeed, there is no proof of the existence of any other claimant. The admitted lack of knowledge of the whereabouts of any claimant during the specified period and the apparent abandonment of the designated property during a like span of time constitute under the Escheat Act a confirmatory presumption that there is no claimant.

If there is any such, he is privileged to proclaim his rights during the progress of this action and within two years succeeding the entry herein of the final judgment. The defendant protests that the right of the individual to make claim is reduced to a privilege dangling insecurely from the discretion of the court. In equity, remedies are nonetheless remedies because they are discretionary, and an abuse of discretion is not reasonably to be contemplated or condoned. A claimant has

no vested right in a particular remedy if a substantial remedy remains or is substituted. *Henderson* v. *Weber*, 131 N. J. Law 299, 301, 35 A. 2d 609, appeal dismissed, 332 U. S. 713, 88 L. ed. 1555, 64 S. Ct. 1270.

The defendant corporation has successfully argued before me that where the statute of limitations has tolled, the chose in action against it has been extinguished. What then is the property right of an unknown claimant in the present case (except the 12 shares of stock) that the defendant can with any propriety and practicability volunteer to protect against alleged unconstitutional invasion? I know not, unless the existence of the sovereign power to acquire abandoned and unclaimed property is controverted. The treatment and determination of the right of a claimant in respect to the escheat are subjects not now before this court.

The defendant is certainly free to defend its own rights. In my preliminary memorandum which is inhabited by most of the pertinent and authoritative citations, I have referred to such adjudications as *Anderson National Bank* v. *Luckett*, 321 U. S. 233, 88 L. ed. 692, 64 S. Ct. 599, and *Security Bank* v. *California*, 263 U. S. 282, 68 L. ed. 301, 44 S. Ct. 108, which seem to me definitely to hold that if the prerogative power of the State is exercised under the authority of the legislature and in accordance with adequate and reasonable statutory terms and requirements, and it is judicially determined in pursuance thereof that the State is lawfully entitled to the property which in the given case is comprehended by the designated class of escheatable property, the surrender and delivery

of the property to the State discharges the obligation and liability of the defendant to the unknown claimants, and the legislation and the pursuit of its object are not in relation to the debtor and creditor violative of the contract and due process clauses of the constitution. To further allay the defendant's apprehensions of double liability, I point to *R. S. 2:53-23.1, N. J. S. A.; R. S. 2:53-31, N. J. S. A.; Philadelphia Electric Company* case, 352 Pa. 457, 43 A. 2d 116.

Counsel for the defendant perhaps approve of the literal text of the preceding paragraph, but they complain that our regulatory statute fails to require reasonable and adequate notice to the unknown and unascertained claimants in consequence of which the defendant would not be released from double liability. Anent that criticism I previously remarked: "Frankly, I regard the impoverished provisions pertaining to the notice to be given as an infirmity in the act, but not a mortal one." I again invite attention to the relevant comments contained in *Anderson National Bank* v. *Luckett, supra; Security Bank* v. *California, supra; Hyman* v. *Muller*, 1 N. J. 128, 62 A. 2d 221. I was not unaware of the decision in *Wuchter* v. *Pizzutti*, 276 U. S. 13, 72 L. ed. 446, 48 S. Ct. 259, 57 A. L. R. 1230, which seems to me to be irrelevant and inapplicable to the point here in question, for here it will be observed that the section of our Escheat Act *(R. S. 2:53-21, N. J. S. A.)*, properly construed, requires the notice in its essentials to be "approved by the court," and requires it to be published "in a manner directed by the court." Procedural enactments relating to statutory judicial proceedings not uncommonly direct that notice, its contents and amplitude,

shall be served or published as the court shall prescribe.

The Act affords a claimant a day in court. The enactment in itself is an announcement to persons having property within the State of the conditions under which the specified classes of property will be presumptively deemed abandoned and subject to transfer to the State. Statutory proceedings relating to the seizure of property rights by the State in the interest of the public welfare which by later resort to the courts secure to the parties affected a suitable opportunity to be heard, do not deny due process. *Anderson National Bank* v. *Luckett, supra.*

There remains for consideration the additional overture that the alleged intangible personal property does not have a situs in this State and therefore is not susceptive of seizure in this proceeding. For immediate interest the point must relevantly be reduced and confined to the consideration of the situs of abandoned intangible personal property of the particular character herein embraced in its relation to the power of this State to recover the property in circumstances evidenced by the stipulated facts.

It is acknowledged that the defendant attained its corporate origin and existence in this State and has continuously maintained its principal office in this jurisdiction at which its stockholders' meetings are regularly held and at which its registered agent may be found upon whom process is to be served in civil actions against company. New Jersey is the defendant's habitation or domicile.

It is the general jurisdictional rule that debts, choses in action, and kindred claims are determined to be situate where the debtor or other per-

son resides against whom the claim exists, that is, in the jurisdiction in which such choses and claims are properly enforceable and recoverable, regardless of the locations of the debtor's physical properties and of his major business activities. *Amparo Mining Co.* v. *Fidelity Trust Co.*, 75 N. J. Eq. 555, 558, 73 Atl. Rep. 249; *Pennington* v. *Fourth National Bank*, 243 U. S. 269, 61 L. ed. 713, 37 S. Ct. 282; *Philadelphia Electric Company* case, *supra*; 31 Harvard Law Review 905.

In an escheat proceeding such as this in which the residence, domicile, whereabouts and, indeed, existence of an owner of the *res* are unknown and the *res* is circumstantially presumed to be *bona vacantia*, the application of the general jurisdictional rule to the situs of an escheatable *res* within the class here described seems to be manifestly sensible, just, and pragmatical.

It is to be noticed that the opportunity afforded by our statute to obtain refunds from the State is available equally to non-resident and resident claimants.

Apparently the motive of the defendant in projecting this supplementary defensive argument is its imaginative apprehension that some other state may perchance some time in circumstances subsequently discovered undertake to escheat to itself the same property now to be awarded to New Jersey. The future, however wisely contemplated, remains a fairyland. The attempted solution of a preconceived legal problem of invisible characteristics is nothing more than a highly speculative and experimental exercise in which courts discreetly decline to indulge.

The United States Supreme Court in a like situation in its consideration of the New York Abandoned Property Law stated: "The problem of what another state than New York may do is not

before us. That question is not passed upon." *Connecticut Mutual L. Ins. Co.* v. *Moore*, 333 U. S. 541, 548, 92 L. ed. 641, 68 S. Ct. 682. In the same case Justice Frankfurter advocated the propriety of awaiting "the refining process of a defined contest," and until then to decline to "peck at the problem in an abstract, hypothetical way." I shall in this regard follow the footprints.

The judgment of this court will accordingly go in favor of the plaintiff.

Counsel are requested to compose and submit to me for approval a proposed final judgment declaratory of the conclusions herein expressed in their appropriate application to the circumstances of this case.

Final Judgment.

(Filed December 7, 1949.)

This cause came on to be heard on June 1, 1949, and was argued by counsel, and, upon consideration thereof,

It is, this 7th day of December, 1949,

Ordered, Adjudged and Decreed, that the following personal property be and is hereby escheated to the State of New Jersey, to wit:

a. Unpaid dividends declared upon the shares of capital stock of Standard Oil Company, aggregating $6,238.01, listed on the records of Standard Oil Company as set forth in "Exhibit 1" and "Exhibit 2" of the Stipulation of Facts filed in the within proceedings and made part of the record at the trial of this cause;

b. Twelve shares of the common stock of Standard Oil Company, having an aggregate par value of $300.00, listed upon the records of the company as set forth in "Exhibit 3" of the Stipulation of Facts filed in the within proceedings and made part of the record at the trial of this cause;

c. Unpaid wages of former employees of Standard Oil Company whose services to the company were rendered in the State of New Jersey, aggregating $31,381.08, listed upon the records of the company as set forth in "Schedule A" attached to the answer of Standard Oil Company filed in this cause, and incorporated in the Stipulation of Facts filed in the within proceedings and made part of the record at the trial of this cause;

d. Amounts withheld from wages of former employees of Standard Oil Company for the purchase of Liberty Bonds, aggregating $1210, listed upon the records of the company as set forth in "Exhibit 4" of the Stipulation of Facts filed in the within proceedings and made part of the record at the trial of this cause;

e. The amounts of unpresented commercial bank checks issued by Standard Oil Company, aggregating $8,561.62, listed upon the records of the company as set forth in "Exhibit 5" of the Stipulation of Facts filed in the within proceedings and made part of the record at the trial of this cause, and as set forth on page 27 of the said Stipulation of Facts;

f. Moneys withheld by Standard Oil Company on account of debenture coupons of its

Twenty Year 5% Debenture issue of 1926, aggregating $3125, listed upon the records of the company as set forth in "Schedule A", attached to the answer of Standard Oil Company filed in the within cause and incorporated in the Stipulation of Facts filed in the within proceedings and made part of the record at the trial of this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the defendant, Standard Oil Company, pay to the Treasurer of the State of New Jersey the aggregate amounts escheated as aforesaid and issue in the name of and deliver to the Treasurer of the State of New Jersey certificates for twelve (12) shares of its common stock in lieu of the certificates for said number of shares mentioned in "Exhibit 3" of the above mentioned Stipulation (which last mentioned certificates are not in the possession or under the control of the defendant), and that the Standard Oil Company make all necessary entries upon its books and records of the issuance in the name of and delivery to the Treasurer of the State of New Jersey of the aforementioned certificates, and of title to the said shares of stock in the Treasurer of the State of New Jersey.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the fees of Emerson L. Richards, Esq., the Counsellor who has prosecuted the escheat in this Court, be fixed in the amount of $6,500, and that his expenses be fixed at $100.35 according to Paragraph 23 of said Statute, and that the fees of Irving H. Kutcher, as Escheator, be fixed at $2,540.78, as provided in Paragraph 23 of said Statute, which fees and expenses are to be deducted from the moneys and personal property

received by the State Treasurer as provided in such Act, and by him paid to the aforesaid Counsellor and Escheator.

WILFRED H. JAYNE,
J. S. C.

Notice of Petition for Certification.

(Filed January 4, 1950.)

To:

EMERSON RICHARDS, Esq.,
Attorney for Plaintiffs, and
I. GRANT SCOTT, Clerk of the
Superior Court of New Jersey.

Notice is hereby given that the defendant, Standard Oil Company, will petition the Supreme Court of New Jersey for certification to the Superior Court of New Jersey, Chancery Division, to review the final judgment of said Superior Court of New Jersey, Chancery Division, entered in favor of the plaintiff in this action on December 7, 1949.

Dated: December 23, 1949.

STRYKER, TAMS & HORNER,

By JOSIAH STRYKER,
A Member of the Firm,
Attorneys for Defendant.

Service of a copy of the within notice is hereby acknowledged this 29 day of December, 1949.

EMERSON RICHARDS,
Attorney for Plaintiff.

Statement of Evidence and Proceedings.

(Filed January 30, 1950.)

Final hearing was held on June 1, 1949. There were introduced and received in evidence the following exhibits.

P-1—Copy of the By-Laws of the defendant revised as of December 23, 1948.

P-2—Copy of the certificate of incorporation of defendant certified as of July 12, 1948.

P-3—Photostatic copy of specimen of certificate, in ordinary form, of common stock of the defendant of the par value of $25, issued between December, 1920 and March, 1928.

P-4—Photostatic copy of specimen of certificate, in ordinary form, of preferred stock of the defendant of the par value of $100, issued in 1899.

D-1—Enlarged photostat of specimens of certain coupons originally attached to debentures of the defendant, but thereafter detached from such debentures and never presented for payment.

D-2—Photostatic copy of specimen of debentures of defendant, in ordinary form and under seal, to which the unpresented coupons were originally attached.

No testimony was taken, but in lieu thereof the original and a copy of a written Stipulation of Facts were filed with the Court and marked D-3. It was orally stipulated that none of the unpresented debenture coupons referred to in the written stipulation were under seal.

The defendant's attorneys, by Josiah Stryker, Esq., announced that amendments to the answer would be served and filed within a few days.

Statement of Evidence and Proceedings.

Thereafter, oral arguments by both parties were heard by the court.

EMERSON RICHARDS,
Attorney for Plaintiff.

STRYKER, TAMS & HORNER,

By JOSIAH STRYKER,
A Member of the Firm,
Attorneys for Defendant.

Approved January 20, 1950.

WILFRED H. JAYNE,
J. S. C.

Transcript of Final Hearing June 1, 1949.

(Filed February 1, 1950.)

APPEARANCES NOTED.

Mr. Richards: As a result of a number of conferences between counsel and an examination in New York of the principal officers of the company, it has been possible to arrive at a series of stipulations of fact upon all points that the State considers essential to the proof of its claim to the escheat of the property set out in the stipulation. There are one or two last minute stipulations which we would like to read into the record or which can be conveniently read into the record if Mr. Stryker wishes to add to the answer filed in this case so that it will be unnecessary to call any witnesses. As I was going to say, I believe Mr. Stryker wishes to add to the answer filed in this case two additional defenses which have been added in other cases but which I don't think are very material and I have no objection to them. If they have any force at all, I doubt they have, at any rate. So that with these stipulations and with perhaps an introduction of the charter or a copy of it and the by-laws of the corporation, and a sample of one of the stock certificates itself, we are ready to rest so far as the facts are concerned.

Mr. Stryker: The additional stipulations, one of which was at the request of Senator Richards and the other at my request, I will state now. The first one, at the request of Senator Richards, is as follows:

> "In the year 1927 the defendant transferred its operating business to subsidiaries and, since then, it has functioned as a holding company, transacting its business at its prin-

cipal office in the City of New York. The only business which it conducts in the State of New Jersey is the holding of its annual stockholders' meeting in said State."

The other stipulation is as follows:

"It is stipulated and agreed by and between the parties hereto that none of the contracts of employment out of which the claims for unpaid wages shown in Schedule A attached to the answer arose were in writing."

We also wish to offer in evidence a photostat of the debenture for which there are some unpaid coupons and we have accompanied that photostat of the debenture with a photostat of five of the coupons in much larger size so that they can be read. The coupons attached to the debenture are of such fine print that they can scarcely be referred to. These can readily be read and I offer them now in evidence.

(Marked Exhibits D-1 and D-2 respectively.)

Since the answer the investigation of the Standard Oil Company has disclosed some errors in the answer. Those errors consist of specifying one or two very small claims which, on further examination and investigation, are not subject to the act and it also includes the addition of a number of claims which, at the time the answer was filed, were not discovered. We have annexed all of these in detail to the stipulation. I assume that, as to the claims which have later been discovered, it will be necessary to publish an additional notice, but I don't suppose that will interfere with a discussion of the questions now involved. If

anyone should respond to the additional notice, I suppose it would be necessary to have it considered, but I think we can proceed today. I offer the stipulation.

(Stipulation marked D-3.)

The amendments which we wish to make are these. I can read the additional defenses if the court desires, but it seems to me, if we could submit them in the form of an amendment, it would be simpler. They are two additional defenses which appear in the answer filed in this court in the case of State *v.* National Biscuit Company. I will be glad to read them, but I believe it would be well to designate them in that way.

The Court: I don't think you need it.

Mr. Stryker: The fourth defense raises the question of the inadequacy of the notice prescribed by the statute. We claim that that makes the proceeding of such a character as not to adequately protect the defendant against later claims. The fifth defense raises the question of depriving the claimant of any right to assert his claim. Under the act, within two years the claimant may apply to have the decree opened. It is not a matter of right but it is in the discretion of the Chancellor. This is not a question of right, but I think the larger part of our discussion will be directed to other defenses.

The Court: You are going to send the amendment here and file it.

Mr. Stryker: Yes, we propose to send the amendment and file a copy and have a copy for the court.

Mr. Richards: I offer the by-laws and the charter of the company.

(Marked P-1 and P-2 respectively.)

Transcript of Final Hearing June 1, 1949.

Mr. Richards: I offer in evidence photostatic copies of the stock certificate, samples.

(Marked P-3 and P-4 respectively.)

Note:

The above transcript was not filed until February 1, because the stenographer's very brief notes had been mislaid and were not found until a few days prior to that date.

[fol. 243] In Supreme Court of New Jersey, September Term, 1949

No. A-134

State of New Jersey, by Theodore D. Parsons, Attorney-General, Plaintiff-Respondent,

vs.

Standard Oil Company, Defendant-Appellant

Argued May 8, 1950; Decided June 27, 1950

On Appeal from the Superior Court, Chancery Division, Whose Opinions Are Reported in 2 N. J. Super. 442 and 5 N. J. Super. 460, Certified on Defendant's Motion

Mr. Josiah H. Stryker argued the cause for appellant. Messrs. Stryker, Tams & Horner, Attorneys.

Mr. Emerson Richards argued the cause for the State. Mr. Theodore D. Parsons, Attorney General, on the brief.

Opinion

The opinion of the court was delivered by Heher, J.

The primary question here is the constitutional sufficiency of ch. 155 of the Session Laws of 1946, as amended by ch. 357 of the Session Laws of 1947 (N. J. S. A. 2:53-15, *et seq.*), providing for the escheat in certain circumstances of "moneys, negotiable instruments, choses in action, interest, [fol. 244] debts or demands due to the escheated estate, stocks, bonds, deposits, machinery, farm crops, live stock, fixtures, and every other kind of tangible or intangible property and the accretions thereon," but excluding "real property or property" in *custodia legis* and "unclaimed bank deposits" made subject to escheat by ch. 199 of the Session Laws of 1945, N. J. S. A. 17:9-18, *et seq.*

The statute escheats to the State such personal property "within this State" of one who has died, or shall die, intestate, "without heirs or known kindred, capable of inheriting the same, and without leaving a surviving spouse"; the personal property "within this State" of an "owner, beneficial owner, or person entitled" thereto who "has been

or shall be and remain unknown for the period of fourteen successive years," or whose "whereabouts * * * has been or shall be and remain unknown for the period of fourteen successive years"; and personal property "wherever situate" which "has been or shall be and remain unclaimed for the period of fourteen successive years".

Jurisdiction to enter a judgment of escheat, originally granted to the old Court of Chancery, is now vested in the Chancery Division of the Superior Court. It is invoked by a petition setting forth the jurisdictional requisites. The court is enjoined to "make an order requiring the defendant to answer the petition within a time therein limited." And there is provision for "such other directions" as the court may deem appropriate "for the speedy determination of the cause, the protection of the property, or for the disclosure of information pertinent to the prosecution of the cause." Provision is also made for service of a copy of the petition and order "upon the defendant in the man-[fol. 245] ner provided in the said order;" and the defendant is directed, within the time limited, to answer the petition and comply with the order. Upon the filing of the defendant's answer, and his compliance with the order, it is incumbent upon the court, by a further order, to designate a time and place for the hearing of the petition. A "notice" summarizing "the order designating the time and place of hearing, as approved by the court," shall then "be published in a manner directed by the court and shall also be published once a week for three successive weeks in a newspaper of general circulation designated by the court," provided that where the value of the personal property "of any one owner is less than $50, publication may be dispensed with if the court so directs." The notice shall direct that "any person who may claim to be entitled" to the property, or any interest therein, shall file his claim in the general form of an answer at least five days prior to the date fixed for the hearing. If no "answering pleadings" be filed within the time prescribed "by order of the court," the court may proceed upon the petition alone, and enter judgment declaring that the property "has escheated to the State." Upon the entry of a judgment of escheat, the person "in possession" shall deliver the property to the State Treasurer; and the Treasurer is enjoined to con-

vert the property into money after "public notice" and deposit the proceeds in the State Treasury.

The judgment of escheat, by express provision, operated "as a full, absolute and unconditional release and discharge of the person having such property in possession or custody from any and all claim, demand, or liability to any person whatever other than the State Treasurer with respect to such property," and is pleadable "as an absolute bar to any action brought against such person. with respect to [fol. 246] such property by any person other than the State Treasurer."

Any person "whose property may have escheated to the State as provided" in the Act, "or any rightful heir entitled to such property by descent, may, within two years after" the entry of the judgment of escheat, apply for a reopening of the judgment, and "upon proof that" he was "without actual knowledge" of the escheat proceedings and "proof of ownership of such property or the right to possession thereof, the court may in its discretion reopen" the judgment: and "in the event" that the judgment "in part or in whole be revised or amended, the court may direct the State Treasurer to repay such part of the moneys received by the State Treasurer by reason" of the judgment "to the party or parties in the amended" judgment "entitled to have the same, and upon the entry of such" judgment "the State Treasurer shall repay the said moneys as provided" in the judgment, less the "expenses and charges that may have accrued or been paid out by reason of the entry of the original" judgment.

The judgment under review escheated to the State the following classes of personal property found to be in the possession of the defendant corporation:

(a) Unpaid dividends declared upon shares of its capital stock, aggregating $6,238.01;

(b) Twelve shares of its common capital stock, of the aggregate par value of $300;

(c) Unpaid wages of former employees of the corporation whose services were rendered in New Jersey, aggregating $31,381.08;

[fol. 247] (d) Moneys withheld from wages of former employees of the corporation for the purchase of Liberty Bonds, aggregating $1,210;

(e) The amounts of unpresented commercial bank checks issued by the corporation, aggregating $8,561.62; and

(f) Moneys withheld by the corporation on account of coupons of its Twenty-Year 5% Debenture issue of 1926, aggregating $3,125.

The Standard Oil Company is a domestic corporation. It was organized in 1882 under the laws of New Jersey; and it subsists under that franchise grant. It maintains its registered office in Flemington, New Jersey. It is stipulated that the stated items of property have remained unclaimed for more than fourteen successive years prior to the institution of this proceeding, and still remain unclaimed, and that the whereabouts of the owners or persons entitled to the property have remained unknown for a period of fourteen successive years prior to the commencement of this proceeding, and still remain unknown.

The Superior Court concluded that "Implict in the terms and provisions of the Escheat Act is the persuasion of the legislature that the retention of abandoned and unclaimed personal property for an ultimate and eventual disposition to the beneficial owner has constituted a relationship in the nature of a trust, hence the investment of jurisdiction in equity;" that while as between the debtor and creditor the debt or cause of action "has become extinct" by the lapse of time prescribed by the statute of limitations, "the right of recovery by the State in a proceeding in the nature of escheat is distinguishable and independent of the rights of the individuals and that such isolated prerogative right did [fol. 248] not become extinct;" that the State "acts initially as a conservator of the abandoned property, not as a party to a contract, and that the sovereign right cannot be demolished or suppressed by the acts of the individual debtors and creditors;" that it was not the design of the statute of limitations "to abate the pursuit by the State of its sovereign power to escheat unclaimed and abandoned property;" and that where "the diversities of legal argumentation concerning the constitutionality of a statute and the exercise of a prerogative power in pursuance thereof approximate an equiponderance, it is in accord with recognized policy for the court to resolve the issue in favor of validity," and it is therefore "unnecessary to discuss the

application of the statute of limitations to the respective classes of intangible property here sought to be escheated."

I

It is the insistence of the defendant corporation that there was error in construing the Escheat Act as applicable to choses in action barred by the statute of limitations "at the time the right of the State accrued;" and that this construction and application contravenes paragraphs 1 and 16 of Article I of the Constitution of 1844, now paragraphs 1 and 20, respectively, of Article I of the Constitution of 1947.

The argument, in brief, is that the property subject to escheat under R. S. 2:53-17, considered in relation to the definitive terms of R. S. 2:53-15, "is property to which some person is entitled and which is in the possession or custody of some other person who is to be the defendant in the escheat proceeding;" that in the case of debts, "it is the claim [fol. 249] or chose in action which is escheated, not the property of the debtor out of which the chose in action, if enforced, would be satisfied;" that if the unclaimed property is a debt, the State "takes the claim which the owner has * * *, subject to all defenses which the debtor is entitled to assert against the owner who has failed to claim the debt;" and that the defendant has a vested right to interpose the defense of the bar of the statute of limitations which the Legislature is not free to destroy.

It is not to be supposed that the Legislature intended to revive all outlawed debts and demands for appropriation by the State, no matter when the obligation came into being and however long the right of enforcement ceased to exist. The inclusion of "debts or demands due to the escheated estate" in the definition of the "personal property" liable to escheat, embodied in R. S. 2-53-15, is significant of a purpose to reach only choses in action whose obligation had not been extinguished, whether by satisfaction or by the bar of the statute of limitations.

There is a contrariety of view as to whether it is within the legislative competency to restore the means of enforcement of a chose in action rendered unenforceable by the efflux of time fixed by the statute of limitations. It is the settled rule in the Federal jurisdiction that state exertion of such power is not violative of the Fourteenth Amend-

ment, where the lapse of time has not operated to vest title to real or personal property. *Campbell* v. *Holt*, 115 U. S. 486, 6 S. Ct. 209, 29 L. Ed. 483 (1885); *Chase Securities Corporation* v. *Donaldson*, 325 U. S. 304, 65 S. Ct. 1137, 89 L. Ed. 1628 (1945). The view of the majority in the case of *Campbell* v. *Holt* was that, while one may acquire a superior and paramount title or ownership to tangible property, [fol. 250] real or personal, by long and undisturbed possession which is proof against legislative impairment by the removal of the bar of the statute of limitations, debts are on a different footing, chiefly because the statute operates in such cases merely to bar the remedy without destroying the right in *foro conscientiae*. "Time does not pay the debt" it was said, "but time may vest the right of property. • • • The statute of limitations does not destroy nor pay the debt." But this distinction between a vested right of ownership to real and tangible personal property arising out of the statute of limitations and the operation of the statute as a defense to contracts has had no recognition in this State. The principle is embedded in our jurisprudence that where a right of action has become barred under existing law, the statutory defense constitutes a vested right which is proof against legislative impairment. The protection is the same whether the debtor has satisfied the demand or has become released from the obligation by the operation of the statute of limitations.

The principle was expounded in *Ryder* v. *Wilson's Executors*, 41 N. J. L. 9 (S. Ct. 1879). There, Chief Beasley said: "The decisions of the courts, so far as my research has extended, are wholly in accord on this subject, and, with one voice, they declare that when a right of action has become barred under existing laws, the right to rely upon the statutory defense is a vested right, that cannot be rescinded or disturbed by subsequent legislation. Judge Cooley, treating of this subject, in his work on Constitutional Limitations, thus states his views: 'As to the circumstances under which a man may be said to have a vested right to a defence, it is somewhat difficult to lay down a comprehensive rule. He who has satisfied a demand, cannot have it revived [fol. 251] against him; and he who has become released from a demand by the operation of the statute of limitations, is equally protected. In both cases, the right is gone, and to restore it, would be to create a new contract for the

parties—a thing quite beyond the power of legislation.' Const. Lim. 369. And how completely the doctrine thus declared is a legitimate deduction from the authorities, will very plainly appear by a reference to the numerous cases collected by this same author, in his note on page 368." This doctrine was accepted by the old Court of Errors and Appeals in *Moore* v. *State*, 43 N. J. L. 203 (E. & A. 1881). Mr. Justice Dixon cited with approval cases holding that "laws never deliberately take away all remedy without an intention to destroy the right." It was deemed to be the settled rule that when a right of action is barred by a statute of limitaitons, it cannot be revived by act of the Legislature. Mr. Justice Van Syckel, in his dissenting opinion (*Ibid.* 248), said: "A right of action is a property right which may be sold and assigned. Therefore, after the bar has attached, an act of legislation which revives the right to sue, is an act to vest property in one at the expense of another." The principle was reiterated by the Court of Errors and Appeals in *Plahn* v. *Givernaud*, 85 N. J. E. 143 (E. & A. 1915), and in *Ballantine & Sons* v. *Macken*, 94 N. J. Eq. 502 (E. & A. 1920), and by this court in *Shade* v. *Colgate*, 3 N. J. 91 (1949).

We conceive the New Jersey rule to be grounded in sound reason and principle. The statute of limitations is one of repose. As said by Mr. Justice Jackson in *Chase Securities Corporation* v. *Donaldson, supra*, such statutes "are practical and pragmatic devices to spare the courts from litigation of stale claims, and the citizen from being [fol 252] put to his defense after memories have faded, witnesses have died or disappeared, and evidence has been lost." While it has been the generally accepted rule that a statute of this class operates on the remedy merely and does not extinguish the right, it would seem that the destruction of the remedy reduces the "right" to a mere moral obligation sufficient only in the law to sustain a new promise without an independent consideration. Our rule perceives no essential difference between the vesting of rights to real and tangible personal property under a statute of this class and its operation as a defense to contracts. The abrogation of the remedy is equally a violation of the right, for a right without a remedy is a mere shadow. The difficulty was recognized in the *Chase Securities Corporation* case. It was found unnecessary to resolve the controversy as to the true

rule. Such statutes were considered representative of "a public policy about the privilege to litigate" whose shelter do not constitute "a 'fundamental' right or what used to be called a 'natural' right of the individual," but whose pleas are "good only by legislative grace" and are "subject to a relatively large degree of legislative control," and are therefore not within the operation of the Fourteenth Amendment, which "does not make an act of state legislation void merely because it has some retrospective operation." The essence of the holding was that "it cannot be said that lifting the bar of a statute of limitations so as to restore a remedy lost through mere lapse of time is *per se* an offence against the Fourteenth Amendment."

Under our law, the right to interpose the bar of the statute of limitations to actions in contract of this class is a vested property right which the law-making body may not abrogate or impair. It is fundamental that the denial of the [fol. 253] remedy affects the substance of the right in the constitutional sense, *Henderson* v. *Weber*, 131 N. J. L. 299 (E. & A. 1944), appeal dismissed 332 U. S. 713, 64 S. Ct. 1270, 88 L. Ed. 1555 (1944). When the remedy is taken away, the right ceases to exist.

This conception of the bar of the statute of limitations as a vested right of defense beyond legislative impairment was not abrogated or modified by the Constitution of 1947. The pertinent provisions of the Constitution of 1844 were reenacted without substantial change; and it is to be presumed that their retention constituted the adoption of the quality and meaning accorded to them by the long-settled judicial construction. *State* v. *DeLorenzo*, 81 N. J. L. 613 (E. & A. 1911); *Commonwealth* v. *Reeder*, 171 Pa. 505, 33 Atl. 67 (1895). Compare *Cook* v. *Bennett Gravel Co.*, 90 N. J. L. 9 (S. Ct. 1917); *Ross* v. *Miller*, 115 N. J. L. 61 (S. Ct. 1935); *State* v. *Moresh*, 122 N. J. L. 77 (E. & A. 1939).

There is no substance to the contention that under the Constitution of 1947, the escheat act "limits the operation" of the statute of limitations, "even to the point of divesting" an accrued right of defense under its provisions. The argument is that these statutes, "having lost all force and vitality upon the abrogation of the Constitution of 1844" by the adoption of the Constitution of 1947, "again came into full force and effect simultaneously by virtue of their wholesale reenactment of Paragraph 3 of the new Con-

stitution," and so they must be "read together and reconciled," and therefore the escheat act is not "subject in any manner to the statute of limitations." But the mere continuance of these statutes by constitutional fiat is not indicative of a purpose to abrogate vested rights to defenses permissible under the statute of limitations. There is no suggestion of a legislative design by the original enactment, [fol. 254] to annul the bar of the statute of limitations and revive in favor of the State a debt or demand that *inter partes* had lost its vitality by the operation of that statute. The Constitution of 1947 does not give the statute a radically different quality and meaning.

In modern usage "escheat" signifies the falling of property to the sovereign for want of an owner; and this category embraces not only property which has no other owner, but also property whose owner or whose owner's whereabouts is unknown. Under the common law of England escheats came to be classified as "another branch of the king's ordinary revenue." Blackstone's Comm. 302. What was originally an incident of tenure is now an incident of sovereignty. *Matthews* v. *Ward*, 10 Gill. & J. (Md.) 443, 451: *In re Melrose Avenue*, 234 N. Y. 48, 136 N. E. 235 (1922). The doctrine of escheat, at the early common law operative only upon that which was the subject of tenure, since it related to the reversionary right of the lord to take for want of a tenant, was eventually extended to include personal property, tangible and intangible. The principle was that the right to take that which belonged to no one appertained to the Crown, as *jure regalia*. *Dyke* v. *Walford*, 5 Moo. P. C. 434, 13 Eng. Rep. Full Reprint 557. The Crown steps in to take the property because it is vacant. Property described as *bona vacantia* is taken or assumed by the State, as its own. Property of this class falls "to the Crown as a matter of right in the exercise of its sovereign power." Re Barnett's Trusts (1902), 1 Ch. (Eng.) 847, 3 B. R. C. 198. "In personal estates, which are allodial by law, the King is last heir where no kin." Lord Mansfield in *Burgess* v. *Wheate*, 1 W. Bl. 123, 96 Eng. Rep. Full Reprint 67, 10 Eng. Rul. Cas. 614 (1884). Property escheats to the State as part of the common ownership. *Hamilton* v. [fol. 255], *Brown*, 161 U. S. 256, 16 S. Ct. 585, 40 L. Ed. 691 (1896); *Sands* v. *Lynham*, 27 Grat. (Va.) (1876), 291, 295. "With tenure abolished, succession is by like right whether

the subject of escheat is personal or real." *In re Melrose Avenue, supra.* The policy of the State's superior right under the doctrine of *bona vacantia* was described by Blackstone as the avoidance of "that strife and contention, which the mere title of occupancy is apt to create and continue, and to provide for the support of public authority in a manner the least burthensome to individuals." Blackstone's Comm. 298. The State has the same dominion over intangible property that it has over tangible property. *Security Savings Bank* v. *California,* 263 U. S. 282, 44 S. Ct. 108, 68 L. Ed. 301 (1923); *Anderson National Bank* v. *Luckett,* 321 U. S. 233, 64 S. Ct. 599, 88 L. Ed. 692 (1944); *Connecticut Mutual Life Insurance Co.* v. *Moore,* 333 U. S. 541, 68 S. Ct. 682, 92 L. Ed. 863 (1947); *Roth* v. *Delano,* — U. S. —, S. Ct. —, 94 L. Ed. —, (1949).

It is a corollary of the foregoing principles that where all remedy upon the intangibles has been barred by the statute of limitations, there is no property to escheat under the act now before us. The State's right is purely derivative; it takes only the interest of the unknown or absentee owner. If the remedy has been extinguished by the statute of limitations, the State is under like incapacity. The State takes only the creditor's right; it cannot create or revive an obligation that had no existence or had become extinct. *The King* v. *Morrall,* 6 Price 24, 146 Eng. Rep. Full Reprint, 730 (Exchequer 1818). The principle was applied in *Lambert* v. *Taylor,* 4 B. C. 138, 107 Eng. Rep. Full Reprint, 1010 (K. B. 1825). Here, defendant invokes the bar of the statute of limitations; and where that defense is sufficient in law, there is no property subject to escheat.

[fol. 256] The subject matter of categories (c), (e), and (f) do not constitute property subject to escheat.

II

Our next inquiry is as to whether the unpaid dividends declared on the common capital stock of the defendant corporation constitute rights of property which have not been rendered unenforceable by the operation of the statute of limitations.

The contention is that when a declared dividend becomes payable the relation of debtor and creditor comes into being, and the "debt" is recoverable "in *assumpsit* which is an action in the nature of an action on the case," a remedy

barred under R. S. 2:24-1 after the lapse of six years from the accrual of the cause of action.

Prior to 1918 the total amount of the declared dividends was deposited by the corporation in the National City Bank of New York, in a dividend disbursing account in the name of the corporation. Individual checks for the dividends were drawn by the corporation against this account to the order of the stockholders, and mailed to the stockholders, at the addresses shown on the records of the company, before the date fixed for the payment of the dividend. The unpaid dividends in this category aggregate but $85.50. The deposit thus made with the National City Bank was charged on defendant's books to the account of "Dividends Paid," to "record the reduction in surplus effected by the dividend, and credited to 'Accounts Payable.'" Eventually, the aggregate of the amounts in the "Dividends Paid" account found its way into the surplus account. The sum of the uncashed dividend checks was eventually deposited in a general bank account of the defendant by a check drawn [fol. 257] by the Treasurer's Department. By appropriate bookkeeping entries, the unclaimed dividends were classified as income. These unclaimed dividends "were closed out in 1908 and 1938 by a transfer to 'Earnings'."

The corporation honored all claims for dividends declared prior to 1918 "made more than 6 years after such dividends became payable," in one instance as late as 1948, "as a matter of Company policy for the purpose of maintaining amicable relations with stockholders without any consideration of the question whether or not the claims therefor were barred by the statute of limitations."

In 1918, the Guaranty Trust Company of New York was appointed transfer agent of the defendant corporation, and thereafter declared dividends were paid by the check of the Trust Company drawn upon funds deposited by defendant for that purpose. These deposits were "mingled with the general funds of the Trust Company in the same manner as any general commercial deposit would be, and always remained so mingled." Again, the amounts deposited were charged by the corporation on its general ledger to the account of "Dividends Paid" and credited to "Accounts Payable." The deposits were ultimately "recorded in the surplus accounts." The defendant "has not recalled from the Trust Company the amounts of dividend

checks which have remained unpaid." The undelivered checks amount to $1,711.13, and the checks presumably delivered but not presented for payment aggregate $4,445.65, or a total of $6,156.78. The Trust Company also honored demands for dividends made more than six years after the date fixed for payment, "as a matter of Company policy" for the maintenance of "amicable relations with stockholders," without regard to the Statute of Limitations.

[fol. 258] The defendant corporation cites *King* v. *Paterson and Hudson R. R. Co.*, 29 N. J. L. 82 (S. Ct. 1860), affirmed *Ibid.* 504 (E. & A., 1861) and *Jackson's Administrators* v. *Newark Plankroad Co.*, 31 N. J. L. 277 (S. Ct. 1865) for the proposition that the relation between a corporation and its stockholders in respect of a dividend declared and payable is that of debtor and creditor; that an action in *assumpsit* will lie for the recovery of the dividend, and the action of *assumpsit* is an action on the case directly within the limitation provisions of R. S. 2:24-1.

In the *King* case the holding of the old Court of Errors and Appeals was that after a dividend is declared, "all community of interest" in relation to the dividend ceases, and the stockholder has "a separate and independent right" to the dividend, enforceable by an action at law against the corporation after demand of payment. But Chancellor Green likened such dividends to bank deposits; and he classified them as trusts "in a limited sense." He regarded the corporation "as a trustee of the dividend unpaid to the stockholder," even though another was entrusted with the fund for the purpose of payment. He cited the *English* case of *Le Roy* v. *The Globe Insurance Co.*, 2 Edw. Ch. R. 657 (1936). There, it was held that payment of dividends withheld by a solvent corporation may be enforced at the instance of the stockholders by *mandamus*, by action at law on behalf of the individual stockholders for the payment of the money, or by bill in equity to obtain possession of the money upon the footing of its being a trust fund. The Vice Chancellor declared that where there had been an "express appropriation and setting apart" from the company's earnings of the moneys for the payment of the declared dividends, thereby distinguishing the money from "the general mass of the company's funds," there was [fol. 259] conferred upon the amount thus separated "the

character of a trust fund which could not afterwards be diverted to other objects." He continued: "It makes no difference, in my judgment, that the money was not told out and specifically set apart in the bank to meet these checks or that a separate fund was not created for the purpose or that the money intended to meet them still formed a part of the general mass standing to the credit of the company on the books of the bank: for this court can, nevertheless, lay hold of the mass and separate so much as may be necessary to accomplish what was intended and which accident alone prevented at the time." This on the hypothesis that the matter was "no longer executory in the view of the parties;" and it was the function of equity to perform it so far as it remained unexecuted. For the fulfillment of the intention, he said, a court of equity will consider the moneys thus set apart "as a trust fund to which the stockholders had acquired vested rights—not in their corporate capacity, but as individuals to whom the money legally and equitably belonged distinct from their other interests in the funds and effects of the company." The case of *Jackson's Administrators* v. *Newark Plankroad Co.* merely held that an action in *assumpsit* would lie against an incorporated company for breach of the contract which the law implied from the relationship of the parties that an equal distribution of dividends will be made among the stockholders. There is authority for the proposition, *e.g.*, *Kane* v. *Bloodgood*, 7 Johns. C. R. 90, cited by Chancellor Green in the *King* case, that an action at law for money had and received would lie by a stockholder against a corporation for the recovery of a dividend, and that it was not such an express trust as would take the case out of the Statute of Limitations.

[fol. 260] The trust fund theory is a more realistic concept of the substance of the transaction here and the relationship between the parties than that of a mere debt within the operation of the statute of limitations. There was a segregation from the Company's funds of the moneys to be devoted to the payment of the dividends. The mere declaration of a dividend by a corporation gives rise to a debt as against it in favor of the individual stockholders; but where "the fund for its payment has been actually set apart and distinguished from the general mass of the company's funds the fund so set apart becomes a trust fund for the payment of the dividend, which cannot be reached by the general creditors of the corporation, and

when it becomes a trust fund for the payment of dividends it cannot be diverted and used for any other purpose. * * * There seems to be a fundamental distinction between a fund set apart for the payment of a dividend and a fund set apart for the payment of an ordinary indebtness." *Re Interborough Consolidated Corporation,* 288 Fed. 334 (1923), 32 A. L. R. 932; certiorari denied, *Porges* v. *Sheffield,* 262 U. S. 752, 43 S. Ct. 700, 67 L. Ed. 1215 (1923). Judge Rogers invoked the principle of the English case of *Le Roy* v. *The Globe Insurance Co.,* cited *supra,* among others. He also adverted to the doctrine that where money is placed by one person in the hands of another for payment to a third person, a trust arises in favor of the latter for which the recipient may be held accountable either at law for money had and received, or in equity as a trustee, for a breach of trust. Reference was also had to the principle that where a charge or claim in the nature of a lien is placed upon property by the owner, a court of equity will establish and enforce it, "not only against the party who stipulated to [fol. 261] give it, but also against third persons who are either volunteers or take with notice."

For the rule that segregation of funds to meet a declared dividend constitutes the corporation a trustee for the stockholders, see also *Jermain* v. *Lake Shore & Michigan So. Ry.,* 91 N. Y. 483; *Hopper* v. *Sage,* 112 N. Y. 534, 20 N. E. 350 (1889); *In re Sutherland,* 23 Fed. (2d) 595 (1928); *People* v. *The Bank of Dansville,* 39 Hun 187 (1886); *Lowne* v. *American Fire Insurance Co.,* 6 Paige 482 (1837); *Roehm* v. *Stetson,* 50 D. & C. (Pa.) 98, 104 (1943). Where there has been "an actual setting apart * * * of a part of the surplus funds" for the payment of a dividend, the dividend "became the property of the stockholders distributively." *Smith* v. *Cotting,* 231 Mass. 42, 120 N. E. 177 (1918).

The principle is rooted in our jurisprudence. In *Breslin* v. *Fries-Breslin Co.,* 70 N. J. L. 274, 287 (E. & A. 1904), the old Court of Errors and Appeals ruled that after segregation of the moneys to be devoted to the payment of a dividend, "the corporation, as such, has no property interest in the moneys thus set apart;" the directors "are trustees for the several stockholders, charged with the duty of properly apportioning among them the moneys thus set apart for their use." The trust relationship inheres in the corporate association. Mr. Justice Pitney there cited with approval

this statement of the general rule: "The ideal body is, in theory of law, the principal and the board of directors are the managing agents; but, in theory of equity, the body of stockholders are the beneficiaries in a trust and the directors are their trustees."

The liability of the corporation to its stockholders in such circumstances has been likened to that of a bank to its depositors. *Armant* v. *New Orleans & C. R. Co.*, 41 La. [fol. 262] Ann. 1020, 7 So. 35 (1889); *Larwell* v. *Burk*, 19 Ohio Cir. Ct. 513; *Yeaman* v. *Galveston City Co.*, 106 Tex. 389, 167 S. W. 710 (1914).

It results that the limitations of R. S. 2:24-1 are not operative to extinguish the stockholders' right to the dividends in question.

And the moneys withheld from the wages of employees for the Purchase of Liberty Bonds, Class (d), are in the same category.

III

It is urged that, for certain reasons presently to be stated, the judgment herein does not serve to absolve the defendant corporation from liability for the payment of claims not barred by the statute of limitations, because (a) the statute under review deprives "the claimants whose claims" are not within the Statute of Limitations of their remedy for the enforcement of their contracts and provides no adequate substitute remedy, and (b) the notice of the escheat proceeding prescribed by the statute is entirely inadequate, all in violation of the contract clauses of Article I, Section X of the Federal Constitution and Article IV, Section VII, paragraph 3 of the State Constitution of 1844, now embedded in the same article, section and paragraph of the Constitution of 1947, and the due process clauses of the Fourteenth Amendment of the Federal Constitution and Article I of the Constitution of 1844, carried into Article I, Section I of the Constitution of 1947.

As to (a), it is said that the "only substitute" remedy for the enforcement of the shareholders' contract "is the opportunity to appear, if per chance they have notice of the proceeding, and assert their claim in the escheat proceeding," and to invoke what is deemed a discretionary power to reopen the judgment within two years of the date [fol. 263] of its entry, if there be proof of ownership of the property or the right of possession and want of actual

knowledge of the escheat proceeding. It is pointed out that in this event the shareholder would not receive his stock, but only the proceeds of sale less the expenses incident to the entry of the original judgment. This, it is insisted, lessens the efficacy of the means for the enforcement of the shareholders' contract and impairs the substance and obligation of the contract, and therefore the defendant "is not protected from the claims of the stockholders."

As to (b), it is contended that the statutory procedure does not afford the stockholder "reasonable notice of the pendency of the proceeding and a reasonable opportunity to present his claim." More specifically, it is said that "the contents of the notice as prescribed by the statute" are "entirely inadequate to indicate to any interested party that the proceeding may affect his rights," and also that the "period of publication of the notice" is inadequate. The statute (R. S. 2:53-21) provides that the notice shall contain a summary of the order designating the time and place of hearing, as approved by the court, and shall be published in a manner directed by the court and shall also be published once a week for three successive weeks in a newspaper of general circulation designated by the court; and it is urged that the order designating the time and place of hearing is deficient in its failure to specify the character of the property of which escheat is sought and the names and addresses of the last known owners, and the "basis of the alleged escheat," and therefore a "summary of the notice would be no notice whatsoever to anyone." The order provides for a more specific notice directed to the last known owners at their respective last known addresses, stating the nature and character of the property [fol. 264] made the subject of the escheat proceeding; but it is maintained that the sufficiency of the statute as to notice is determined by its requirements, not by the notice actually given. The principle of the case of *Wuchter* v. *Pizzutti*, 276 U. S. 13, 48 S. Ct. 259, 72 L. Ed. 446 (1928) is invoked. It has no application here.

Procedural due process involving property rights takes into account the purposes of the procedure and its effect upon the interests concerns, and all the other circumstances bearing upon the appropriateness of the proceeding to the nature of the case. The fundamental requisite of due process is an opportunity to be heard on such notice as is

in keeping with the character of the proceeding and adequate to safeguard the right entitled to protection. *Dohany* v. *Rogers*, 281 U. S. 362, 50 S. Ct. 299, 74 L. Ed. 904 (1930), 68 A. L. R. 434. The proceeding here is *in personam* so far as the defendant corporation is concerned; and *quasi in rem* as regards the unknown owners or owners whose whereabouts are unknown. Seizure of the property was effected by personal service of process upon the defendant corporation. *Security Savings Bank* v. *California, supra.* And since personal service of process upon the holder constituted a seizure of the *res*, it is "deemed to supplement the publication as an independent notice, in itself," to the unknown owners of the abandoned property "of the seizure and of their opportunity given by the statute to appear and assert their claims against the state." *Anderson National Bank* v. *Luckett, supra.* There, the statute provided for the posting of notice of the proceeding on the court house door; and the holding was that "this, in conjunction with the notice provided by the statute itself and by the taking of possession of the bank balances by the state, is sufficient [fol. 265] notice to the depositors to satisfy all requirements of due process." Chief Justice Stone said: "The statute itself is notice to all depositors of banks within the state, of the conditions on which the balances of inactive accounts will be deemed presumptively abandoned, and their surrender to the state compelled. All persons having property located within a state and subject to its dominion must take note of its statutes affecting the control or disposition of such property and of the procedure which they set up for those purposes." As we have seen, the State has the same dominion over intangible property that it has over tangible property. *Security Savings Bank* v. *California, supra.* Procedure of the same character, initiated by the seizure of the *res*, has been sustained as providing adequate notice to absentee owners in escheat actions. *Hamilton* v. *Brown*, 161 U. S. 256, 16 S. Ct. 585, 40 L. Ed. 691 (1896); *Christianson* v. *King*, 239 U. S. 356, 36 S. Ct. 114, 60 L. Ed. 327 (1915).

Here, as in the case of *Security Savings Bank* v. *California*, the statute is not self-executing. The lapse of the prescribed time does not work an immediate escheat. The turnover of the *res* comes only after a judicial determination of the existence of the statutory conditions. There must

be proof that the owner is and has remained unknown for fourteen successive years, or that the owner's whereabouts is and has remained unknown for a like period, or that the *res* is and has remained unclaimed for the same period. A valid claim to the property made prior to the entry of the judgment of escheat prevents its transfer to the State. The notice of the proceeding prescribed by the statute is sufficient to meet the demands of due process. It is all that is practicable in the circumstances. As stated, it is provided that the notice shall contain a summary of [fol. 266] the order fixing the time and place of hearing, as approved by the court, and shall be published once a week for three successive weeks in a newspaper of general circulation designated by the court. Shorter periods have beeen deemed sufficient where land was involved. *Anderson National Bank* v. *Luckett, supra.* And it is implicit in the statute that the notice shall identify the property of which escheat is sought and the last known owner. That is of the very nature of the notice thus prescribed. There could not be "notice" within the view of the statute without identification of the subject matter of the proceeding. It does not matter whether the state receives the *res* merely as a depositary or takes it as an escheat. *Security Savings Bank* v. *California, supra.* The statute provides that the judgment entered thereunder shall operate as an absolute and unconditional release and discharge of the holder of the *res* from liability to any person other than the State Treasurer. R. S. 2:53-23.1.

The circumstances did not permit of a more effective notice. Moreover, the judgment did not terminate the right to rebut the presumption of abandonment and claim the *res.* This right was reserved to the owner in absolute and unconditional terms for a period of two years after entry of the judgment, exercisable by a motion to reopen the judgment. R. S. 2:53-31. In the performance of this function, the court is not vested with arbitrary discretion. The exercise of the statutory discretion implies conscientious judgment, not arbitrary action. The statutory criteria of ownership or right of possession and a failure of actual notice of the escheat proceeding control the exercise of power. When these conditions are met, the court must give judgment for the claimant. In the classic terms of Lord Mansfield, judicial discretion "means sound discretion [fol. 267] guided by law. It must be governed by rule, not

by humour: it must not be arbitrary, vague, and fanciful; but legal and regular." *Rex* v. *Wilkes*, 4 Burr. 2527, 2539, 98 Eng. Rep. Full Reprint 327 (1770). The statute provides no other standard of judicial action. It has in view a mere legal discretion—"a discretion to be exercised in discerning the course prescribed by law; and, when that is discerned, it is the duty of the court to follow it." *Osborn* v. *The Bank of the United States*, 9 Wheaten 738, 866, 6 L. Ed. 204 (1924).

In the case of persons missing or unknown, the practicalities and peculiarities of the case are to be regarded in determining the sufficiency of the notice of hearing. In cases of this class, it is not reasonably possible or practicable to give more adequate warning than that afforded by publication. An "indirect and even a probably futile means of notification is all that the situation permits and creates no constitutional bar to a final decree foreclosing their rights." *Mullane* v. *Central Hanover B. & T. Co.*, — U. S. —, S. Ct. —, 94 L. Ed. 578 (1950). There, a statute permitting trust companies to pool small trust estates into one common fund for investment and administration provided for the publication of notice of a proceeding for the settlement of the trustee's account "addressed generally without naming them to all parties interested" in the common trust fund. The notice required, and the only one given, was by newspaper publication setting forth merely the name and address of the trust company, the name and the date of establishment of the common trust fund, and a list of all participating estates, trusts or funds. It was held that this notice was sufficient as to beneficiaries "whose interests or whereabouts could not with due diligence be ascertained." Mr. Justice Jackson said: "As to them the statu- [fol. 268] tory notice is sufficient. However great the odds that publication will never reach the eyes of such unknown parties, it is not in the typical case much more likely to fail than any of the choices open to legislators endeavoring to prescribe the best notice practicable." Publication was held insufficient as to known present beneficiaries of known place of residence. In this regard the act was found to be incompatible with the requirements of the Fourteenth Amendment.

Where the procedure is appropriate, neither the due process clause nor any right of the defendant corporation under the contract clause is violated by a law requiring

it to deliver to the State property which has long remained unclaimed and presumably has been abandoned. The prescribed notice answers the demands of due process. No other service is feasible in the circumstances. In the nature of things the owners of the property can be treated as persons unknown.

The defendant corporation's capital stock escheated by the judgment were all shares on which dividends had remained unclaimed for more than fourteen successive years immediately prior to the institution of the proceeding. There is in this situation a presumption of abandonment. A different case would be presented if no dividends had been declared during the statutory period, and there was no showing that the owner's whereabouts was unknown for the statutory period.

It is contended also that, for want of a situs in New Jersey, the subject choses in action are not escheated here, and the judgment is *coram non judice*. The defendant corporation is a creature of and is therefore domiciled and resident in New Jersey. *State* v. *Garford Trucking, Inc.*, 4 N. J. 346 (1950). The owners of the escheated obligations [fol. 269] are missing or unknown. The property is presumptively abandoned. The sovereignty in which the corporation lives and has its being has dominion over its debtor obligations through its control of the corporation. *Security Savings Bank* v. *California, supra; Anderson National Bank* v. *Luckett, supra.* See, also, *State Tax Commission* v. *Aldrich*, 316 U. S. 174, 62 S. Ct. 1008, 86 L. Ed. 1358 (1942), 139 A. L. R. 1436; *Northwest Air Lines* v. *Minnesota*, 322 U. S. 292, 64 S. Ct. 950, 88 L. Ed. 1283 (1944), 153 A. L. R. 245; *Connecticut Mutual Life Insurance Co.* v. *Moore, supra.* The corporation was not absolved of its obligation by the creation of the trust fund with the New York bank for the payment of the declared dividends.

The statute ordains that where the value of the property made subject to escheat is less than $50, publication of any notice may be dispensed with if the court so orders; and the order here provides that in such cases "the advertisement need not contain the name nor address of such person or corporation." The judgment of escheat included this property; and to this extent it does not satisfy the demands of procedural due process. The subject matter was not sufficiently identified to constitute adequate notice. Under the statute the State does not proceed administra-

tively to take the property into its protective custody, subject to eventual escheat, as in *Provident Institution for Savings* v. *Malone*, 221 U. S. 660, 55 L. Ed. 899 (1911) and *Connecticut Mutual Life Insurance Co.* v. *Moore, supra,* but rather to subject it to escheat through judicial process, as in *Security Savings Bank* v. *California, supra;* and so there must be compliance with the requirements of due process. *Vide Anderson National Bank* v. *Luckett, supra; Connecticut Mutual Life Insurance Co.* v. *Moore, supra; Roth* v. *Delano, supra.* But the invalidity of this provision does not [fol. 270] affect the remainder of the act. R. S. 2:53-32.

The allowances to counsel and the escheator are subject to revision by the Superior Court in keeping with the decree as herein modified.

The judgment is accordingly modified, and, as so modified, affirmed.

[fol. 271] DISSENTING OPINION

VANDERBILT, C. J. (dissenting):

I am in accord with the principles and conclusions expressed in Parts I and II of the majority opinion holding that the State may not take by escheat the property possessed by the defendant when the Statute of Limitations has barred the owner's right to recover, and that the State may take by escheat that property which the defendant holds in trust, including its stock and unpaid dividends thereon, but not with that portion of Part III of the opinion dealing with the adequacy of the notice prescribed by the Escheat Act and the status of the defendant to resist the escheat. I am therefore constrained to dissent. To my mind the Escheat Act, R. S. 2:53-15, *et seq.*, is fatally defective for lack of the procedural safeguards necessary to satisfy the constitutional requirement of "due process".

The validity of the statute and the proceedings thereunder depend upon the adequacy of the notice prescribed by the statute and not by the notice that may in fact have been given in the particular instance, *Wuchter* v. *Pizzutti*, 276 U. S. 13, 72 L. Ed. 446, 45 Sup. Ct. 259 (1928); *Weiner* v. *Wittman*, 129 N. J. L. 35 (Sup. Ct. 1942). The notice to be given to the owners of the property of which escheat is sought is provided by R. S. 2:53-21. It does not require that the names and addresses of the last known owners be given,

nor that the character of the property be specified, nor that the basis of escheat be set forth. This notice, moreover need only be published once a week for three successive weeks in a single newspaper, and the owner to whom it is supposedly directed must file his claim five days before the time fixed for the hearing. Such notice is wholly inadequate when it is borne in mind that the very purpose of the act is to [fol. 272] extinguish the rights of persons whose names or whereabouts are unknown. Neither the information contained in the notice, nor the publication of it, nor the time allowed to file a claim are reasonably calculated to inform the owners of the property of the impending proceedings and to give them an opportunity to appear and protect their interests. The notice required by the statute is, in effect, no notice at all to anyone.

Nor do I consider the inadequacy of the notice required by the statute any less important because of the fact that the owners of the escheated property may apply to reopen the proceedings at any time within two years and "upon proof that they were without actual knowledge of such escheat proceedings, and of proof of ownership of such property or the right to possession thereof, the court *may in its discretion* reopen the decree" and order the State Treasurer to repay the moneys received by the State, less expenses and costs, R. S. 2:53-31. Not only does the judgment in the escheat proceeding start the running of the two year period after which the right of the owner of the property is automatically and forever barred, but the right to recover during the two year period is not absolute, but within the discretion of the court. In the majority opinion it is stated that the court must enter judgment for the claimant if "the statutory criteria of ownership or right of possession and a failure of actual notice of the escheat proceeding" are proven; that the statute contemplates a "mere legal discretion". With this interpretation I do not agree. If the claimant to the escheated property is entitled to recover upon proof of these two conditions, then the court is [fol. 273] not exercising its discretion but following the legislative mandate. In that event the words of the statute "may in its discretion" are of no meaning or effect, and it is not to be considered that the Legislature employed them fruitlessly.

I would reverse the judgment below in its entirety.

Mr. Justice Case has authorized me to state that he joins in this dissent.

[fol. 274] IN SUPREME COURT OF NEW JERSEY

Appeal Docket No. 455

Civil Action

On Appeal

STATE OF NEW JERSEY, by THEODORE D. PARSONS, Attorney General, Plaintiff-Respondent,

vs.

STANDARD OIL COMPANY, Defendant-Appellant

JUDGMENT AND MANDATE ON MODIFICATION—Filed June 27, 1950

This cause having been duly argued before this Court by Mr. Josiah Stryker, counsel for the appellant and Mr. Emerson Richards, Deputy Attorney General, counsel for the respondent, and the Court having considered the same,

It is hereupon ordered and adjudged that the judgment of the said Superior Court—Chancery Division be and the same hereby is modified; and it is further ordered that this mandate shall issue ten days hereafter, unless an application for rehearing shall have been granted or is pending, or unless otherwise ordered by this Court, and that the record be remitted to the Superior Court—Chancery Division to be there proceeded with in accordance with the rules and practice relating to that court, consistent with the opinion of this Court.

Witness the Honorable Arthur T. Vanderbilt, Chief Justice, at Trenton on the 27th day of June, 1950.

Charles K. Barton, Clerk of the Supreme Court.

[File endorsement omitted.]

[fol. 275] IN SUPREME COURT OF NEW JERSEY

[Title omitted]

PETITION FOR APPEAL FROM THE SUPREME COURT OF NEW JERSEY TO THE SUPREME COURT OF THE UNITED STATES

To the Honorable Arthur T. Vanderbilt, Chief Justice of the Supreme Court of New Jersey:

Standard Oil Company, your petitioner, respectfully shows:

Petitioner is the defendant-appellant in the above-entitled cause.

The above-named plaintiff filed a petition in the old Court of Chancery of New Jersey, on the 27th day of July, 1948, pursuant to the provisions of an Act providing for the escheat of certain personal property, (Chapter 155 of the Session Laws of 1946 of New Jersey, as amended by Chapter 357 of the Session Laws of 1947), the purpose of such proceeding being to require the appellant to pay to the State of New Jersey the amount of certain alleged claims [fol. 276] against it which had remained unpaid for a period of fourteen years and to transfer to the State of New Jersey certain shares of stock in appellant, the whereabouts of the record owners of which had been unknown to the defendant for a period of fourteen years.

On September 15, 1948, by virtue and authority of the Constitution of 1947 of New Jersey, all causes and proceedings then pending in the Court of Chancery were transferred to the Chancery Division of the Superior Court.

On December 7, 1949, final judgment was entered in favor of plaintiff in the said Superior Court, granting to it all the relief prayed for in its petition.

On appeal from said judgment, the Supreme Court of New Jersey, the highest court of said State in which a decision could be had, entered a final judgment on June 27, 1950 in said cause, by which the judgment of the Superior Court was modified, and, as so modified, was affirmed.

In said action or cause there was and is drawn in question the validity of a statute of the State of New Jersey on the ground of its being repugnant to the Constitution of the United States and the decision is in favor of its validity.

The statute involved is as aforesaid, Chapter 155 of the Session Laws of 1946 of New Jersey, as amended by Chapter 357 of the Session Laws of 1947. The decision and judgment of the Supreme Court of New Jersey was that the said statute, as construed by the Supreme Court of New Jersey, is not repugnant to the Fourteenth Amendment of the Constitution of the United States or to Article I, Sec-
[fol. 277] tion 10, Paragraph 1 of said Constitution. The decision and judgment was that the notice prescribed by the statute to be given to claimants whose whereabouts were unknown to petitioner, was adequate, and answered the demands of due process; that the statute does not deprive such of the claimants whose claims are not barred by the Statute of Limitations of their remedy for the enforcement of their contract without substituting therefor an adequate remedy; that the choses in action determined to be escheatable have a situs within New Jersey for the purpose of escheat; that the judgment of the Superior Court, as modified by the judgment of the Supreme Court of New Jersey, would therefore be one entered upon a lawful proceeding, would protect the petitioner from any subsequent assertion of the choses in action escheated, and that such judgment would not take petitioner's property without due process of law. All this was manifest error and greatly to petitioner's damage.

Petitioner has filed with this petition with the Clerk of the Supreme Court of New Jersey an assignment of errors setting out separately and particularly each error asserted by it with respect to the aforesaid decision and judgment of the Supreme Court of New Jersey, and also presents herewith a separate printed statement particularly disclosing the basis upon which it is contended that the Supreme Court of the United States has jurisdiction upon appeal to review the judgment in question.

Wherefore, petitioner prays for the allowance of an appeal from said judgment of the Supreme Court of New Jersey to the Supreme Court of the United States, in order [fol. 278] that the judgment of the Supreme Court of New Jersey may be examined and reversed to the extent indicated in the assignment of errors filed herewith.

Petitioner also prays that citation be issued as provided by law, and that a transcript of the record, proceeding and papers in this case, duly authenticated by the Clerk of the

Supreme Court of New Jersey may be sent to the Supreme Court of the United States, as provided by law.

Petitioner, desiring the appeal to be a supersedeas, further prays for an order touching the security to be required of it, if any, and the approval of such bond as may be required on this appeal.

Stryker, Tams & Horner, by Josiah Stryker, a Member of the Firm, Attorneys for Petitioner.

Dated: September, 1950.

Josiah Stryker, Counsel for Petitioner.

[fol. 279] In Supreme Court of New Jersey

[Title omitted]

Order Allowing Appeal

Standard Oil Company, the appellant in the above-entitled suit, having prayed for the allowance of an appeal in this cause to the Supreme Court of the United States from the judgment made and entered in the above-entitled suit by the Supreme Court of New Jersey on the 27th day of June, 1950, and having presented and filed its Petition for Appeal, Assignment of Errors, Prayer for Reversal and Statement as to Jurisdiction, pursuant to the statutes and the rules of the Supreme Court of the United States in such case made and provided, it is,

Ordered, that an appeal be and is allowed to the Supreme Court of the United States from the Supreme Court of New Jersey, as prayed in said petition, and that the Clerk of the Supreme Court of New Jersey shall prepare and certify a transcript of the record and proceedings in the above cause and transmit the same to the Supreme Court [fol. 280] of the United States within forty days from the date hereof.

It is further ordered that said Standard Oil Company shall give good and sufficient security in the sum of ten thousand dollars ($10,000), that said appellant shall prosecute said appeal to effect, and if said appellant fail to make its plea good, it shall answer all damages and costs, and

that upon approval of a bond in said amount this order shall operate as a supersedeas.

Dated September 21, 1950.

Arthur T. Vanderbilt, Chief Justice of the Supreme Court of New Jersey.

[fol. 281] In Supreme Court of New Jersey

[Title omitted]

Assignment of Errors

Standard Oil Company, the defendant in the above entitled action, and the petitioner on application for the allowance of the aobve mentioned appeal, assigns the following errors as those upon which it will rely in the prosecution of the appeal to the Supreme Court of the United States from the judgment of the Supreme Court of New Jersey entered on June 27, 1950.

1. The Supreme Court of New Jersey erred in holding and deciding that the debtor obligations of the petitioner and the shares of stock of the petitioner involved in the case at bar have a situs within New Jersey for the purpose of escheat by said State.

2. The Supreme Court of New Jersey erred in holding and deciding that the property escheated by the judgment of the Superior Court, as modified by the judgment of the Supreme Court, had a situs within New Jersey for the purpose of escheat and was within the jurisdiction of said [fol. 282] Superior Court, and that the appropriation of such property by the State of New Jersey would not deprive the owners thereof of their property without due process of law.

3. The Supreme Court of New Jersey erred in holding and deciding that Chapter 155 of the Session Laws of 1946 of New Jersey as amended by Chapter 357 of the Session Laws of 1947 New Jersey Annotated Statutes 2:53-15, *et seq.* and the judgment of escheat entered in this cause under and by authority of said statute protects the Standard Oil Company from liability to the persons whose property the judgment purported to escheat.

4. The Supreme Court of New Jersey erred in holding and deciding that said statute as amended requires notice to be given to the persons whose property was sought to be escheated in the proceeding which is sufficient to comply with the demands of due process of law required by the Fourteenth Amendment of the Constitution of the United States.

5. The Supreme Court of New Jersey erred in holding and deciding that the said statute, as amended, requires that the procedure prescribed by said statue affords to the persons, the escheat of whose property was involved in said proceeding, notice and an opportunity to be heard in compliance with the demands of due process of law required by the Fourteenth Amendment of the Constitution of the United States.

6. The Supreme Court of New Jersey erred in holding and deciding that the notice to the persons whose property was sought to be escheated, and the opportunity to such persons to be heard, all as provided by such statute, com-
[fol. 283] plied with the demands of due process of law required by the Fourteenth Amendment of the Constitution of the United States.

7. The Supreme Court of New Jersey erred in holding and deciding that although the above mentioned statute, as amended, and the judgment entered pursuant thereto, deprives persons, whose property may be escheated thereunder, of their respective remedies for the enforcement of their contracts against the defendant, the said statute, as amended, does not impair the obligation of said contracts in violation of Article I, section 10, paragraph 1, of the Constitution of the United States.

8. The Supreme Court erred in holding and deciding that under the said statute, as amended, the Superior Court of New Jersey had jurisdiction to escheat the choses in action covered by said judgment and that said judgment protects this defendant, petitioner herein, from any claims thereafter asserted by the persons or corporations whose choses in action are made subject to the judgment of escheat.

9. The Supreme Court of New Jersey erred in holding and deciding that the enforcement against defendant, petitioner herein, of the claims for dividends and the shares of stock escheated by the judgment of the Superior Court

dated December 7, 1949, as aforesaid, and the satisfaction of such choses in action out of the property of the defendant, petitioner herein, would not deprive the defendant, petitioner herein, of its property without due process of law and violation of the Fourteenth Amendment of the Constitution of the United States.

10. In this proceeding there was and is drawn in question the validity of a statute of the State of New Jersey, to wit, [fol. 284] Chapter 155 of the Session Laws of 1946 as amended by Chapter 357 of the Session Laws of 1947, on the ground that said statute is repugnant to the due process provisions of the Fourteenth Amendment of the Constitution of the United States, and the decision of the Supreme Court of New Jersey herein appealed from was in favor of the validity of such statute, which decision is hereby assigned as error.

11. In this proceeding there was and is drawn in question the validity of a statute of the State of New Jersey, to wit, Chapter 155 of the Session Laws of 1946 as amended by Chapter 357 of the Session Laws of 1947, on the ground that said statute is repugnant to Article I, Section 10, Paragraph 1 of the Constitution of the United States and the decision of the Supreme Court of New Jersey herein appealed from was in favor of the validity of such statute, which decision is hereby assigned as error.

For which errors Standard Oil Company, the petitioner herein, prays that the said decision and judgment of the Supreme Court dated June 27, 1950, be reversed to the extent indicated herein and that a judgment be rendered in favor of said petitioner.

Stryker, Tams & Horner, by Josiah Stryker, a Member of the Firm, Attorneys for Petitioner; Josiah Stryker, Counsel for Petitioner.

[fols. 285-293] Citation in usual form omitted in printing.

[fol. 294] In Supreme Court of New Jersey

[Title omitted]

Praecipe for Transcript of Record—Filed October 3, 1950.

To the Clerk of the Supreme Court of New Jersey:

Sir:

Please prepare a transcript of record to be certified and transmitted to the Supreme Court of the United States pursuant to the appeal heretofore allowed in this cause and include therein the following:

1. Petition.
2. Order.
3. Answer, including attached schedules.
4. Pre-Trial Order.
5. Order Fixing Time.
6. Proof of Publication.
7. Conclusions on Submission of Certain Legal Issues for Determination.
8. Order Fixing Time and Place of Final Hearing.
9. Order of Substitution.
10. Affidavit of Publication.
11. Stipulation of Facts, including six attached exhibits.
12. Amendments to Answer.

[fol. 295] 13. Reply to Amended Answer.

14. Conclusions on Final Hearing.
15. Final Judgment.
16. Notice of Petition for Certification.
17. Statement of Evidence and Proceedings.
18. Transcript of Final Hearing June 1, 1949.
19. Opinion and Dissenting Opinion of the Supreme Court of New Jersey.
20. Judgment and Mandate of the Supreme Court of New Jersey.
21. Statement in Support of Jurisdiction of the Supreme Court of the United States, including attached exhibits.
22. Petition for appeal to the Supreme Court of the United States.
23. Order allowing appeal.
24. Assignment of Errors.
25. Citation to Appellee.

26. Proof of Service on Appellee of Statement and Appeal Papers under Rule 12, Paragraph 2 of the Rules of the Supreme Court of the United States.

27. Supersedeas and Cost Bond approved by Chief Justice.

28. This Praecipe.

Stryker, Tams & Horner, by Josiah Stryker, a Member of the Firm, Attorneys for Appellant; Josiah Stryker, Counsel for Appellant.

Service of the foregoing praecipe for transcript of record [fol. 296] and the receipt of a copy thereof are hereby acknowledged this third day of October, 1950.

Theodore D. Parsons, Attorney for Appellee.

[fols. 297-299] [File endorsement omitted.]

[fols. 300-301] Clerk's Certificate to foregoing transcript omitted in printing.

[fol. 302] SUPREME COURT OF THE UNITED STATES

DESIGNATION OF POINTS INTENDED TO BE RELIED UPON AND OF PARTS OF RECORD TO BE PRINTED—Filed November 8, 1950

Pursuant to Rule 13, paragraph 9, of the Revised Rules of this Court, appellant states that it intends to rely upon all the points in its assignment of errors.

Appellant deems the following portions of the record as filed in the above entitled cause, necessary for consideration of the points relied upon, and follows the numbers assigned to said portions in its Praecipe for Transcript of Record.

1. Petition.
2. Order.
3. Answer, including attached schedules, but *omitting* the statements relating to Unpaid Wages, Unclaimed Deposits, etc. and Unclaimed Debenture Coupons found on pages 29a and 30a of the record below.
4. Pre-Trial Order.
5. Order Fixing Time.
6. Proof of Publication.

7. Conclusions on Submission of Certain Legal Issues for Determination.

8. Order Fixing Time and Place of Final Hearing.

10. Affidavit of Publication.

11. Stipulation of Facts, including Exhibits 1, 2, 3 and 4 thereof, but *omitting* the stipulated facts relating to Unpaid Wages and Salaries, Unclaimed Balances of Liberty Loan [fols. 303-304] Subscriptions, Unclaimed Commercial Bank Checks and Debenture Coupons found on pages 77a to 90a of the record below, and *omitting* Exhibits 5 and 6 of said Stipulation.

12. Amendments to Answer.

13. Reply to Amended Answer.

14. Conclusions on Final Hearing.

15. Final Judgment.

17. Statement of Evidence and Proceedings.

18. Transcript of Final Hearing June 1, 1949.

19. Opinion and Dissenting Opinion of the Supreme Court of New Jersey.

20. Judgment and Mandate of the Supreme Court of New Jersey.

22. Petition for appeal to the Supreme Court of the United States.

23. Order allowing appeal.

24. Assignment of Errors.

25. Citation to Appellee.

26. Proof of Service on Appellee of Statement and Appeal Papers under Rule 12, Paragraph 2 of the Rules of the Supreme Court of the United States.

28. Appellant's Praecipe for Transcript of Record.

Josiah Stryker, Counsel and Attorney for Appellant.

Service of a copy of the within Designation of Points and Record is acknowledged this 6th day of November, 1950.

Theodore D. Parsons. By Osie M. Silver, Attorney for Appellee.

[fol. 305] [File endorsement omitted.]

[fol. 306] SUPREME COURT OF THE UNITED STATES, OCTOBER TERM, 1950

No. 384

ORDER NOTING PROBABLE JURISDICTION—December 4, 1950

The statement of jurisdiction in this case having been submitted and considered by the Court, probable jurisdiction is noted.

Endorsed on Cover: File No. 54,890. New Jersey Supreme Court, Term No. 384. Standard Oil Company, Appellant, vs. The State of New Jersey, by Theodore D. Parsons, Attorney General of the State of New Jersey. Filed October 25, 1950. Term No. 384 O. T. 1950.